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2
3 UNITED STATES DISTRICT COURT
4 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION
5

6 *In re: Kia Engine Litigation*

8:17-cv-00838-JLS-JDE

7 Related Cases:

8 8:17-cv-01365-JLS-JDE

9 8:17-cv-02208-JLS-JDE

10 2:18-cv-05255-JLS-JDE

11 8:18-cv-00622-JLS-JDE
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15 **PLAINTIFFS' AMENDED CONSOLIDATED CLASS ACTION COMPLAINT**
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1 Plaintiffs Christopher Stanczak, Rose Creps, Cara Centko, Jenn Lazar, and Andrea
2 Smolek bring this action against Defendants Kia Motors America, Inc. (“KMA”), Kia
3 Motors Corporation (“KMC”), and Does 1 through 10 (collectively “Defendants”), by
4 and through their attorneys, individually and on behalf of all others similarly situated, and
5 allege as follows:

6 **INTRODUCTION**

7 1. This is a class action lawsuit brought by Plaintiffs on behalf of themselves
8 and a nationwide class of current and former owners and lessees with Theta 2.0-liter and
9 2.4-liter gasoline direct injection engines (the “GDI Engines”) installed in certain 2011-
10 2016 Kia Optima, Sorento and Sportage vehicles (the “Class Vehicles”).¹

11 2. This action arises from Defendants’ failure to disclose to Plaintiffs and
12 similarly situated consumers, despite their longstanding knowledge, that the engines in
13 the Class Vehicles contain, *inter alia*, a latent defect that results in the restriction of oil
14 flow through the connecting rod bearings, as well as to other vital areas of the engine.
15 This defect – which typically manifests itself during and shortly after the limited
16 warranty period has expired – will cause the Class Vehicles to experience vehicle stalling
17 during operation and catastrophic engine failure.

18 3. Significantly, the presence of this defect, resulting in restricted oil flow
19 within the engine, poses a safety risk to the operator and passengers of the Class
20 Vehicles. The failure to have sufficient engine lubrication can cause complete and
21 catastrophic engine failure while the Class Vehicles are in operation at any time and
22 under any driving conditions or speed. This exposes the driver and occupants of the Class
23 Vehicles, as well as others who share the road with them, to an increased risk of accident,
24 injury, or death. As discussed further herein, numerous owners and lessees of the Class
25 Vehicles have experienced engine damage and catastrophic failure while operating the
26

27 ¹ Plaintiffs reserve the right to amend or add to the vehicle models and model years
28 included in the definition of Class Vehicles after conducting discovery.

1 Class Vehicles, thus placing themselves and those around them in immediate danger.

2 4. Defendants actively concealed (1) the fact that particular components within
3 the Class Vehicles' engines are prone to failure, (2) that the existence of the defect would
4 diminish the intrinsic and resale value of the Class Vehicles, and (3) the safety concerns
5 described herein.

6 5. Defendants have long been aware of the defect described herein, yet
7 Defendants have routinely refused to repair the Class Vehicles without charge when the
8 defect manifests. Indeed, in many cases Defendants have even refused to disclose the
9 existence of the defect when Class Vehicles displaying symptoms consistent with the
10 defect are brought in for service, instead choosing to ignore the defect until it has caused
11 significant mechanical problems necessitating costly repairs.

12 6. Many other owners and lessees of the Class Vehicles have communicated
13 with Defendants and/or their agents to request that they remedy and/or address the defect
14 and/or resultant damage at no expense. Defendants have routinely failed to do so even
15 within the warranty period.

16 7. Defendants have also refused to take any action to correct this concealed
17 defect when it manifests in the Class Vehicles outside of the warranty period. Because
18 the defect can manifest shortly outside of the warranty period for the Class Vehicles –
19 and given Defendants' knowledge of this concealed, safety-related defect – Defendants'
20 attempt to limit the warranty with respect to the engine defect is unconscionable and
21 unenforceable here.

22 8. Despite notice and knowledge of the defect from the numerous complaints
23 they have received, information received from dealers, National Highway Traffic Safety
24 Administration ("NHTSA") complaints, and their own internal records, including pre-
25 sale durability testing, Defendants have not recalled and/or offered an adequate engine
26 repair to the Class Vehicles, offered their customers suitable repairs or replacements free
27 of charge, or offered to reimburse their customers who have incurred out-of-pocket
28 expenses to repair the defect.

1 have corporate headquarters and offices located in this judicial district, conducted
2 substantial business in this judicial district, and intentionally and purposefully placed
3 Class Vehicles into the stream of commerce within the districts of California and
4 throughout the United States.

5 **VENUE**

6 16. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391 because
7 KMA maintains its corporate headquarters in this district, Defendants transact business in
8 this district, are subject to personal jurisdiction in this district, and therefore are deemed
9 to be citizens of this district. Additionally, there are one or more authorized Kia and
10 dealers within this district and Defendants have advertised in this district and have
11 received substantial revenue and profits from their sales and/or leasing of Class Vehicles
12 in this district; therefore, a substantial part of the events and/or omissions giving rise to
13 the claims occurred, in part, within this district.

14 **PARTIES**

15 **A. Plaintiffs**

16 **1. Chris Stanczak**

17 17. Plaintiff Chris Stanczak is a citizen of the State of California, and currently
18 resides in Lincoln, California.

19 18. On or about October 8, 2014, Plaintiff Stanczak leased a new 2015 Kia
20 Optima LX (VIN: KNAGM4A73F5554289) from Roseville Mitsubishi-Kia located in
21 Roseville, California. During his lease term, Plaintiff purchased his 2015 Kia Optima LX.

22 19. Plaintiff Stanczak purchased (and still owns) this vehicle, which is used for
23 personal, family and/or household uses.

24 20. On or about August 22, 2016, while driving on the highway, Plaintiff
25 Stanczak began to hear an unusual engine noise upon acceleration. He then brought his
26 vehicle to Roseville Mitsubishi-Kia, an authorized Kia dealership located in Roseville,
27 California, that same day. At the time, his vehicle had approximately 59,787 miles on the
28 odometer.

1 21. Roseville Kia had Plaintiff Stanczak's vehicle in its possession for diagnosis
2 until on or about August 30, 2016. A service technician found, and notated in the repair
3 order, that they had discovered metal shavings inside the vehicle's engine and that the
4 vehicle's engine would need to be replaced. Plaintiff Stanczak then requested that such
5 needed repairs be completed at no charge pursuant to the terms of the factory warranty,
6 which had not expired. Plaintiff Stanczak's request was denied.

7 22. Because Plaintiff Stanczak was denied the requested warranty repair, he then
8 took his vehicle home so that he could obtain a second opinion. On the following day,
9 while Plaintiff Stanczak was merging onto a highway, the engine in his vehicle seized
10 and catastrophically failed while traveling at approximately 35 miles per hour.
11 Fortunately, Plaintiff Stanczak was able to quickly pull his vehicle to the side of the road.
12 He then phoned for road service and paid approximately \$180 to have his vehicle towed
13 back to Roseville Mitsubishi-Kia.

14 23. Plaintiff Stanczak's vehicle remained at Roseville Mitsubishi-Kia from
15 August 31, 2016, until October 3, 2016. Representatives of Roseville Mitsubishi-Kia
16 initially informed Plaintiff Stanczak that the vehicle's long block² needed to be replaced,
17 but that the necessary parts were on backorder.

18 24. Plaintiff Stanczak then contacted Kia's corporate offices and requested that
19 Kia cover the necessary repairs under its warranties. Kia's corporate representative
20 declined to honor Plaintiff Stanczak's request. Plaintiff Stanczak also requested rental car
21 coverage since he was without his vehicle, which Kia also declined. Kia also informed
22 Plaintiff Stanczak that the long block for his vehicle was actually no longer in production
23 and, as a result, they needed to order a used long block.

24 25. Roseville Mitsubishi-Kia quoted Plaintiff Stanczak approximately \$3,200
25 for the used engine. Plaintiff Stanczak inquired where it was ordering the engine from so
26

27 ² Long block is an automotive term for an engine sub-assembly that consists of the
28 assembled engine block, crankshaft, pistons, connecting rods, cylinder head, camshafts,
and valve train.

1 he could check the price. Upon further investigation, Plaintiff Stanczak found that the
2 price for the engine was actually \$2,210 and that the dealership was attempting to charge
3 him a \$1,000 “finder’s fee” on the engine.

4 26. Plaintiff Stanczak purchased the engine himself from Kia’s source and had it
5 shipped to the dealership. Plaintiff Stanczak paid Roseville Mitsubishi-Kia approximately
6 \$1,980.00 for labor to install the used engine in his vehicle.

7 27. At all times relevant herein, Plaintiff Stanczak adhered to Kia’s
8 recommended maintenance intervals.

9 28. Plaintiff Stanczak has suffered an ascertainable loss as a result of
10 Defendant’s omissions and/or misrepresentations associated with the engine defect,
11 including, but not limited to, out of pocket losses associated with the engine defect,
12 diminished value of his vehicle, and other consequential damages.

13 29. Neither Defendant, nor any of their agents, dealers, or other representatives
14 informed Plaintiff Stanczak of the existence of the defect prior to, or any time after, his
15 purchase.

16 **2. Rose Creps**

17 30. Plaintiff Rose Creps is a citizen of the State of Maine, and currently resides
18 in Auburn, Maine.

19 31. On or about April 21, 2015, Plaintiff Creps purchased a new 2015 Kia
20 Optima EX (VIN: 5XXGN4A79FG394415) from Rowe Kia Auburn, an authorized Kia
21 dealership located in Auburn, Maine.

22 32. Plaintiff Creps purchased (and still owns) this vehicle, which is used for
23 personal, family and/or household uses.

24 33. On or about July 23, 2016, with approximately 43,473 miles on the
25 odometer, while accelerating to merge onto a highway, Plaintiff Creps heard a loud
26 banging noise originating from the engine. Plaintiff Creps immediately pulled over and
27 called Rowe Kia Auburn and made an appointment to bring her vehicle in so that the
28 dealership could evaluate it.

1 34. The dealership informed Plaintiff Creps that her PCV valve was “bad” and
2 needed to be replaced. The dealership also informed Plaintiff Creps that they found
3 sludge in the engine oil. Plaintiff Creps requested warranty repairs and the dealership
4 informed her that the PCV valve would be replaced under Kia’s warranty but that it
5 would not “clean the engine” of the sludge under the warranty and required Plaintiff
6 Creps to pay approximately \$294.71 for this service, which Plaintiff Creps paid.

7 35. In or about early August 2016, Plaintiff Creps was driving her vehicle in
8 New Jersey when she accelerated to merge across traffic and her vehicle again made a
9 loud knocking noise before it shut off entirely and stalled during operation.

10 36. Plaintiff Creps had her vehicle towed to a Kia dealership in New Jersey who
11 examined it, filled it with oil, and instructed her to drive it back to her dealership in
12 Auburn, Maine, which Plaintiff Creps did.

13 37. Plaintiff Creps brought her vehicle to Rowe Kia Auburn on or about August
14 8, 2016, with approximately 44,688 miles on the odometer, and requested no-cost repairs
15 under the terms of Kia’s warranties. The dealership informed Plaintiff Creps that her
16 engine needed to be replaced. The dealership also informed Plaintiff Creps that she
17 needed to produce documentation for all oil changes in order to receive warranty repairs,
18 otherwise she would be required to pay out of pocket for any repairs.

19 38. At all times relevant herein, Plaintiff Creps adhered to Kia’s recommended
20 maintenance intervals. Plaintiff Creps, however, did not keep receipts of each and every
21 oil change.

22 39. Plaintiff Creps brought the oil change receipts that she did have to Rowe Kia
23 Auburn. Regardless, the dealership denied her warranty claim, and quoted her
24 approximately \$5,324.21 in parts and labor to complete the required engine replacement.

25 40. Plaintiff Creps then contacted Kia’s corporate office and again requested her
26 engine be replaced under warranty. Kia corporate denied her request but offered her a
27 credit of approximately \$1,200.00 as a goodwill gesture, which Plaintiff Creps declined.
28

41. During this time, Plaintiff Creps was unable to drive her vehicle and paid approximately \$576.93 for a rental car from August 8, 2017, until August 26, 2017.

42. After being denied warranty repairs by both Rowe Kia Auburn and Kia's corporate office, Plaintiff Creps was forced to pay \$5,324.21 to replace her engine.

43. Plaintiff Creps has suffered an ascertainable loss as a result of Defendant's omissions and/or misrepresentations associated with the engine defect, including, but not limited to, out of pocket losses associated with the engine defect, diminished value of her vehicle, and other consequential damages.

44. Neither Defendant, nor any of their agents, dealers, or other representatives informed Plaintiff Creps of the existence of the defect prior to, or any time after, her purchase.

3. Cara Centko and Jenn Lazar

45. Plaintiff Cara Centko is a resident of Oregon, and currently resides in Portland, Oregon.

46. Plaintiff Jenn Lazar is a resident of Oregon, and currently resides in Portland Oregon.

47. In September of 2014, Plaintiffs leased a new 2015 KIA Sorento (VIN: 5XYKT4A64FG631766) from Kia of Valencia in California for personal, family and/or household uses.

48. Plaintiffs leased the vehicle in reliance on Kia's representations that they were receiving a safe, usable vehicle. However, in December 2016, the vehicle began experiencing major issues with the engine and it became noisier and noisier. When Plaintiffs took the vehicle in to be inspected, they were told that oil sludge was causing the performance issues and ultimately Kia of Portland recommended they replace the engine long block.

49. Plaintiffs presented the car to the dealer for repair and/or inspection on December 19, 2016 with approximately 25,501 miles on the odometer. The dealership informed Plaintiffs that they needed to produce documentation for all oil changes in order

1 to receive warranty repairs, otherwise they would be required to pay out of pocket for any
2 repairs.

3 50. At all times relevant herein, Plaintiffs adhered to Kia's recommended
4 maintenance intervals. Plaintiffs, however, did not keep receipts of each and every oil
5 change. Plaintiffs produced the receipt they had and showed the dealer charges to their
6 credit card for other oil change events. Regardless, the dealership denied her warranty
7 claim, and stated unless Plaintiffs paid for a full diagnostic the dealership would not give
8 an estimate.

9 51. Plaintiffs contacted Kia Leasing at least five times and Kia of America at
10 least 3 times seeking resolution. Despite repeated contacts and demands for estimates to
11 make the repairs to the vehicle and install the needed "new engine," as it was referred to
12 by Kia on the phone, no estimate for repairs was provided. Plaintiffs refused to pay for a
13 full diagnostic because they believed all issues should have been resolved under
14 warranty.

15 52. Plaintiffs took the car home and continued to honor their lease and make
16 payments of \$299.30 per month until the contract was fulfilled. At the end of the lease the
17 car was surrendered and transported to Kia of Portland for preservation and storage
18 during the pendency of this litigation.

19 53. Plaintiffs had performed all things agreed to or required under the lease
20 agreement and warranty, except as may have been excused or prevented by the conduct
21 of Kia. However, Kia refused to honor the warranty on the vehicle.

22 54. Plaintiffs have suffered an ascertainable loss as a result of Defendant's
23 omissions and misrepresentations associated with the Defect, including but not limited to
24 out of pocket loss associated with repairs, payments made while the vehicle was
25 inoperable due to an improper refusal to do warranty repairs, diminished use of the
26 vehicle, the cost of replacement transportation as well as the diminished value of their
27 vehicle occasioned by the engine defect.

55. Neither Defendants, nor any of their agents, dealers, or other representatives informed Plaintiffs of the existence of the defect prior to, or any time after, their lease.

56. Similarly, despite efforts to get Kia to accept responsibility following manifestation of the Defect in Plaintiffs' Vehicle, Kia has continued to deny the existence of a Defect and to actively conceal its existence.

4. Andrea Smolek

57. Plaintiff Andrea Smolek is a citizen of Illinois, and resides in Villa Park, Illinois.

58. On October 31, 2014, Plaintiff Andrea Smolek and her husband jointly purchased a new 2015 Kia Sorento LX with a 2.4L Theta II engine (VIN: 5XYKT3A68FG58652), from Ed Napleton's Kia of Elmhurst in Elmhurst, Illinois.

59. In April 2016, Plaintiff was driving on a local highway when she heard a series of loud sounds from her Sorento's engine compartment, punctuated by a loud bang, the violent shaking of her vehicle, and the illumination of the check engine light on the instrument panel.

60. Plaintiff towed her vehicle to Bob Rohrman Kia in Schaumburg, Illinois, where a technician opened the crankcase of her engine and found that the oil in her engine had turned to sludge. Kia requested Plaintiff's oil change records, which she promptly provided, and which show that Plaintiff changed her vehicle's oil in accordance with Kia's recommendations.

61. However, after receiving the records, a Kia technician told Plaintiff that he believed the oil had never been changed in her vehicle and that her claim was being submitted to Kia for approval.

62. Kia denied Plaintiff's warranty claim. When Plaintiff protested, Rohrman Kia told Plaintiff that they could inspect her engine but would charge her \$1,000 if they did not find a defect in the engine. An employee of Rohrman Kia also told Plaintiff that if she did not have her engine replaced before leaving the dealership, any powertrain warranty remaining on her vehicle would be voided.

63. Feeling that she had no choice, Plaintiff purchased a refurbished engine from Bob Rohrman Kia for \$6,000 including installation costs. To pay for the engine, Plaintiff was forced to take out two high-interest loans, which she is still repaying to this day.

64. Plaintiff Smolek has suffered an ascertainable loss as a result of Defendants' omissions and/or misrepresentations associated with the engine defect, including, but not limited to, out of pocket losses associated with the engine defect, diminished value of his vehicle, and other consequential damages.

65. Neither Defendants, nor any of their agents, dealers, or other representatives informed Plaintiff Smolek of the existence of the defect prior to, or any time after, her purchase.

B. Defendants

66. Defendant Kia Motors Corporation ("KMC") is a South Korean corporation. KMC is the parent corporation of Kia Motors America, Inc. ("KMA").

67. Defendant KMA is an automobile design, manufacturing, distribution, and/or service corporation doing business within the United States. Furthermore, Defendant KMA designs, develops, manufactures, distributes, markets, sells, leases, warrants, services, and repairs passenger vehicles, including the Kia Class Vehicles.

68. Defendant KMA is incorporated and headquartered in the state of California with its principal place of business at 111 Peters Canyon Road, Irvine, California 92606. KMA is the U.S. sales and marketing division of its parent company, Kia Motors Corporation of Seoul, South Korea, which oversees sales and other operations across the United States. KMA distributes Kia vehicles and sells these vehicles through its network of more than 700 dealerships. Money received from the purchase or lease of a Kia vehicle from a dealership flows from the dealer to KMA.

69. As of December 31, 2016, Kia Motors Corporation's largest shareholder is Hyundai Motor Company, which holds 33.88 percent of KMC's stock.³

³ http://www.kia.com/worldwide/about_kia/investor_relations/annual_report.do (2016 Annual Report, pg. 67) (last visited August 7, 2017).

70. KMA is the American sales, marketing, and distribution arm of KMC. KMA offers a complete line of vehicles through more than 755 dealers throughout the United States. Upon information and belief, the distribution, service, repair, installation, and decisions regarding the GDI Engine as it relates to the engine defect within the Kia Class Vehicles were all performed by Defendant KMA.

71. Upon information and belief, Defendant KMA developed the post-purchase owner's manuals, warranty booklets, and information included in maintenance recommendations and/or schedules for the Kia Class Vehicles.

72. KMA engages in continuous and substantial business in California.

C. Unknown Defendants

73. The true names and capacities of the defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiffs, who therefore sue such defendants by such fictitious names. Each of the defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of Court to amend this Complaint to reflect the true names and capacities of the defendants designated herein as DOES when such identities become known.

74. Based upon information and belief, Plaintiffs allege that at all times mentioned herein, each and every Defendant was acting as an agent and/or employee of each of the other Defendants, and at all times mentioned was acting within the course and scope of said agency and/or employment with the full knowledge, permission, and consent of each of the other Defendants. In addition, each of the acts and/or omissions of each Defendant alleged herein were made known to, and ratified by, each of the other Defendants.

CALIFORNIA LAW APPLIES TO THE CLAIMS OF THE NATIONWIDE
CLASS

75. It is appropriate to apply California law to the nationwide claims because California's interest in this litigation exceeds that of any other state.

76. Defendant KMA is located in Irvine, California and is the sole entity in the

1 United States responsible for distributing, selling, leasing and warranting Kia vehicles.

2 77. KMA maintains their customer relations, engineering, marketing, and
3 warranty departments at their corporate headquarters in this district. KMA's customer
4 service complaint address is Kia Motors America Consumer Affairs Department, P.O.
5 Box 52410, Irvine, California 92619-2410. KMA's customer relations department is
6 responsible for fielding customer complaints and monitoring customer complaints posted
7 to their respective websites or third-party websites.

8 78. KMA's warranty and engineering departments are both responsible for the
9 decisions to conceal the engine defect from KMA's respective customers, and for
10 instituting a policy to systematically deny warranty coverage to those who experienced
11 engine failure caused by the defect.

12 79. Based on the foregoing, such policies, practices, acts, and omissions giving
13 rise to this were developed in, and emanated from, KMA's headquarters in Irvine,
14 California. As detailed below, KMA also came to know, or should have come to know, of
15 the engine defect through the activities of their divisions and affiliated entities located
16 within California. Accordingly, the State of California has the most significant
17 relationship to this litigation and its law should govern.

18 **TOLLING OF STATUTES OF LIMITATIONS**

19 80. Any applicable statute(s) of limitations have been tolled by Defendants'
20 knowing and active concealment and denial of the facts alleged herein. Plaintiffs and the
21 members of the Class could not have reasonably discovered the true, latent nature of the
22 engine defect until shortly before this class action litigation was commenced.

23 81. In addition, even after Plaintiffs and Class Members contacted Defendants
24 and/or their authorized dealers for vehicle repairs concerning the engine defect, they were
25 routinely told by Defendants and/or through their dealers that the Class Vehicles were not
26 defective. As described below, the true cause of the premature and catastrophic failure in
27 the Class Vehicles is a defect that results in restricted oil flow.

28 82. Defendants were and remain under a continuing duty to disclose to Plaintiffs

1 and the Members of the Class the true character, quality, and nature of the Class
2 Vehicles, that the manufacturing defect will result in restricted oil flow and catastrophic
3 engine failure, that they will require costly repairs, pose safety concerns, and diminish the
4 resale value of the Class Vehicles. As a result of the active concealment by Defendants,
5 any and all applicable statutes of limitations otherwise applicable to the allegations herein
6 have been tolled.

7 **FACTUAL ALLEGATIONS**

8 **A. The GDI Engines**

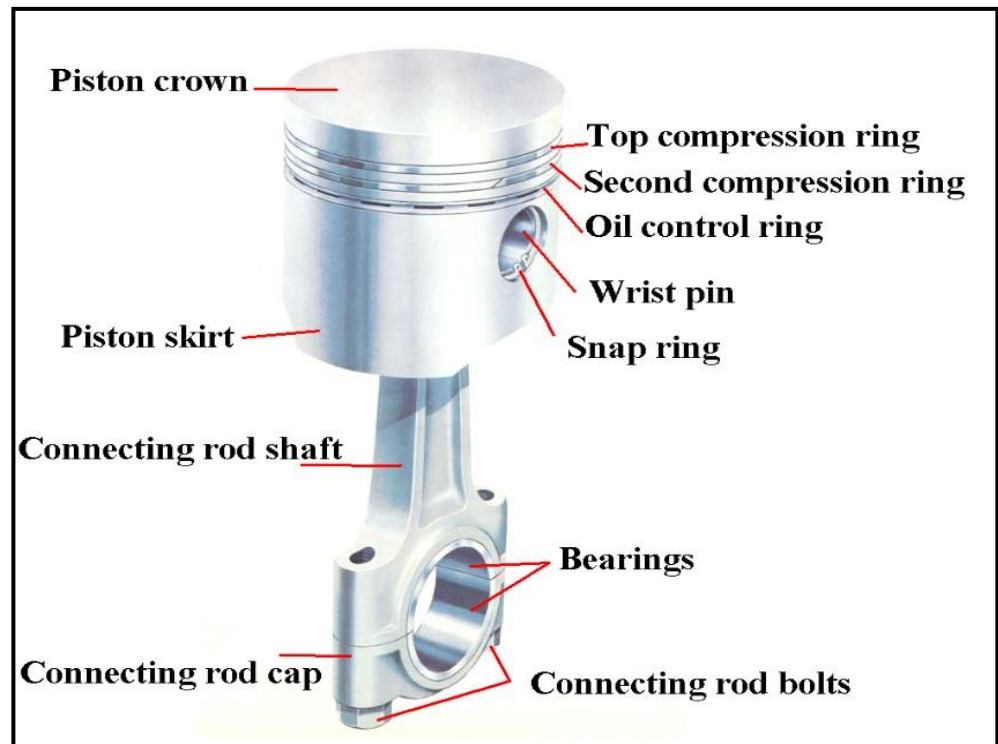
9 83. The Theta II 2.0 liter and 2.4 liter engines contained in the Class Vehicles
10 contain a gasoline direct-injection (“GDI”) fuel delivery system.

11 84. Kia advertises that “[i]t’s the Gasoline Direct Injection engine that helps a
12 Kia deliver outstanding performance—in both power and fuel use. GDI injects highly-
13 pressurized fuel directly into the cylinders during the engine’s combustion cycle. The
14 result is an increased quality of combustion and efficiency. By making smarter use of
15 fuel, GDI also reduces emissions. What the driver experiences is still the most critical
16 element of any powertrain technology. And with GDI, the driver enjoys smooth,
17 powerful acceleration and a longer time between refueling.”

18 85. The GDI Engines contained in the Class Vehicles use four reciprocating
19 pistons to convert pressure into a rotating motion. Gasoline is mixed with air in the
20 combustion chambers of the engine. To generate such rotating motion, a four-step
21 sequence is used (the “Combustion Cycle”). First, the intake stroke begins with the inlet
22 valve opening and a vaporized fuel mixture is pulled into the combustion chamber.
23 Second, the compression stroke begins with the inlet valve closing and the piston
24 beginning its movement upward, compressing the fuel mixture in the combustion
25 chamber. Third, the power stroke begins when the spark plug ignites the fuel mixture,
26 expanding the gases and generating power that is transmitted to the crankshaft. And
27 fourth, the exhaust stroke begins with the exhaust valve opening and the piston moving
28 back up, forcing the exhaust gases out of the cylinder. The exhaust valve then closes, the

1 inlet valve opens, and the Combustion Cycle repeats itself. A diagram of Combustion
2 Cycle is below:

3 86. The pistons are connected to the crankshaft via the connecting rod. As the
4 connecting rod moves up and down during the Combustion Cycle, this causes the
5 crankshaft to rotate, ultimately resulting in power to the drive wheels of the vehicle.
6 During this cycle, the crankshaft rotates many thousands of times per minute within each
7 connecting rod. In order to reduce friction and prolong longevity, this design utilizes a
8 bearing placed between the connecting rod and crankshaft surfaces. As a result, the
9 connecting rod bearings allow the crankshaft to rotate within the connecting rods during
10 the Combustion Cycle. An exemplar diagram of the piston, connecting rod, connecting
11 rod bearing and crankshaft are shown below:



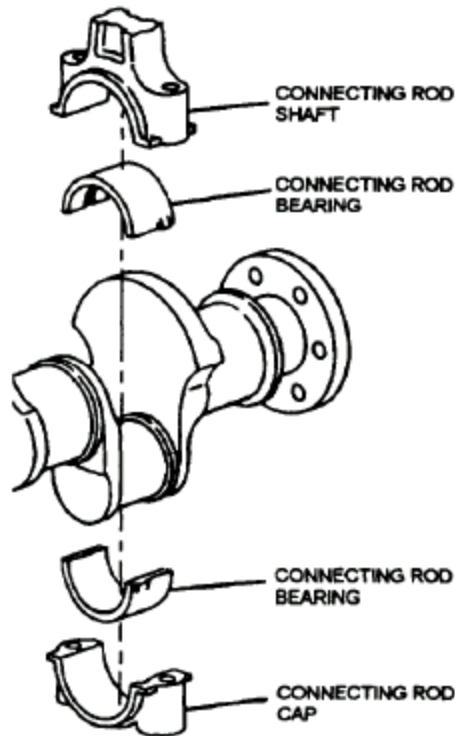
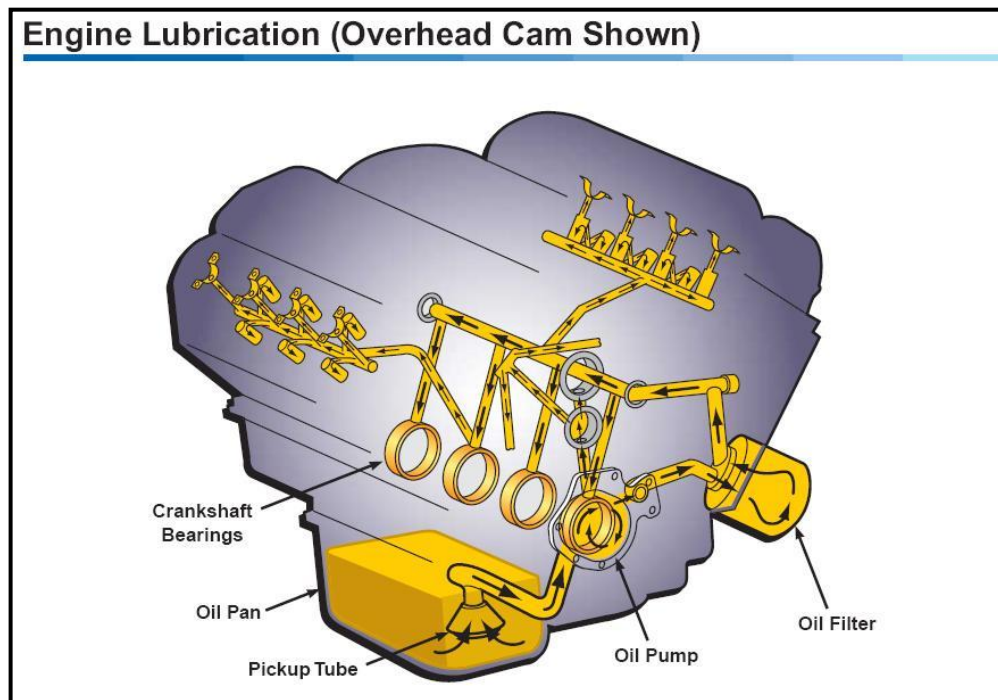


Figure 3-70.—Connecting rod bearings.

87. When the Class Vehicles are in operation, engine oil is used to lubricate the pistons, cylinder walls, connecting rod bearings and other rotating and moving components as the pistons move up and down through the four-stroke sequence. Engine oil is necessary to reduce wear on moving parts throughout the engine, improve sealing, and cool the engine by carrying away heat from the moving parts. Engine oil also cleans and transports contaminants away from the engine to the engine oil filter. Oil is pumped and pressurized throughout the engine by the oil pump. The oil pump draws oil from the oil pan, located underneath the piston and crankshaft. The oil pump forces engine oil through the oil filter and then through passages in the engine to properly lubricate and reduce friction in internal moving engine components. The oil then returns to the oil pan through small drainage holes located throughout the engine where it will be recirculated by the oil pump. Below is a diagram illustrating the typical path and

1 channels of engine oil lubrication in an overhead cam engine:



14 88. The connecting rod bearings are also lubricated with engine oil in order to
15 allow the crankshaft to rotate within the connecting rods. A close-up picture of a
16 functional connecting rod bearing is below:

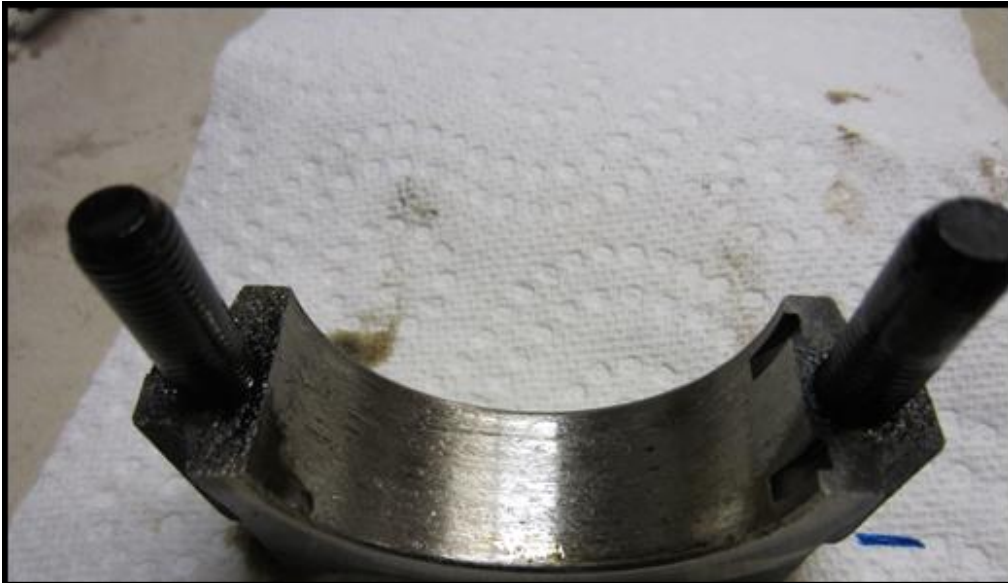


B. Engine Failures Within the Class Vehicles

89. Upon information and belief, the connecting rod bearings in the GDI Engines undergo prolonged failure as metal debris circulates throughout the engine via the engine oil. Over time, and as a result of these contaminants in the oiling system, the connecting rod bearings begin to fracture. Once the connecting rod bearings fracture, large amounts of metal debris begins to accumulate in the engine oil. As a result, the oil becomes so contaminated with metal debris that the oil filter can no longer remove the plethora of contaminants and maintain the necessary oil pressure within the engine. This contaminated engine oil is recirculated throughout the engine by the oil pump, causing oil sludge, damage to the various engine components and eventually resulting in sudden and unexpected catastrophic engine failure. If the vehicle is being operated on the highway at the time of the engine failure, it will ultimately result in a high-speed stalling event.

1 90. Additionally, as the connecting rod bearings continue to fracture, the
2 acceptable tolerances between the bearings, the connecting rod, and the crankshaft
3 rapidly deteriorate. Eventually, the Class Vehicles begin producing a “knocking” sound
4 originating from the engine as a result of the deteriorating bearings. In some instances,
5 the defective connecting rod bearings may eventually cause the piston to break through
6 the engine block as a result of the deterioration.

7 91. A photograph of a fractured connecting rod bearing removed from a GDI
8 Engine is included below. As shown in the photograph, the bearing has fractured and
9 worn away to the point of laying flush along the inside of the connecting rod. A large
10 fracture is also plainly visible along the bottom left side of the bearing.



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21 After the connecting rod bearings fail and metal debris is circulated throughout the
22 engine via the engine oil, damage is caused to other key engine components. As
23 pictured below, the main cap – which fastens the crankshaft to the engine – can also be
24 damaged by the metal debris in the engine oil. After the main cap is damaged, play
25 between the main cap and engine develops, which also leads to catastrophic engine
26 failure.

27 92. As a result of the defect, the Class Vehicles suffer from restricted and
28 inadequate engine oil lubrication. As explained above, engines are designed to have oil

distributed throughout the engine through lubrication channels. When operating properly, the engine oil is distributed throughout the engine by the oil pump and then flows back to the oil pan where it is redistributed throughout the engine.

93. In the Class Vehicles, the lubrication channels become clogged and restricted as a result of the defect, even under normal use and proper maintenance. When the lubrication channels clog, engine oil is unable to be pumped throughout the engine (through the oil pump) and is also unable to adequately return to the oil pan, causing a condition known as oil starvation. This results in insufficient lubrication throughout the Class Vehicle's engine, which causes premature wear of the engine components and catastrophic engine failure.

94. The engine defect poses serious safety and security issues for operators and occupants of the Class Vehicles. By way of example, the California Department of Motor Vehicles asserts that stalled engines pose a significant safety risk and, as part of its safety curriculum, instructs how to properly respond to a stalled action in order to avoid further risk of injury.

95. NHTSA takes a similar view of engine failure during vehicle operation. For instance, according to *Forbes*, in 2011 the NHTSA recalled certain Chrysler and Dodge vehicles due to "engine seizure because of connecting rod bearing failure Engine seizure could increase the risk of a crash."⁴

96. Defendants failed to adequately research, design, test, and/or manufacture the Class Vehicles before warranting, advertising, promoting, marketing, and selling the Class Vehicles as suitable and safe for use in an intended and/or reasonably foreseeable manner.

C. Previous GDI Engine Recalls

97. In or around September 10, 2015, Hyundai Motor America ("Hyundai") publicly recalled certain model year 2011-2012 Sonata vehicles manufactured at

⁴ <http://www.forbes.com/sites/altheachang/2011/09/30/engine-problems-prompt-chrysler-recalls/> (last visited August 7, 2017).

1 Hyundai Motor Manufacturing Alabama and equipped with the 2.4 liter and 2.0 liter
2 GDI Engines. (*See* Exhibit 1.)

3 98. According to the Hyundai GDI Recall, Hyundai determined that metal
4 debris may have been generated from factory machining operations as part of the
5 manufacturing of the engine crankshaft during December 11, 2009, to April 12, 2012.
6 As a result, and according to the Hyundai GDI Recall:

7
8 [i]f the debris is not completely removed from the crankshaft's
9 oil passages, it can be forced into the connecting rod oiling
10 passages restricting oil flow to the bearings. Since bearings
11 are cooled by oil flow between the bearing and journal, a
12 reduction in the flow of oil may raise bearing temperatures
13 increasing the potential of premature bearing wear. A worn
14 connecting rod bearing will produce a metallic, cyclic
15 knocking noise from the engine which increases in frequency
16 as the engine rpm increases. A worn connecting rod bearing
17 may also result in illumination of the oil pressure lamp in the
18 instrument cluster. If the vehicle continues to be driven with a
19 worn connecting rod bearing, the bearing can fail, and the
20 vehicle could stall while in motion.

21 99. Hyundai went on to explain, in Safety Recall Report 15V-568, that it
22 became aware of engine-related warranty claims in the field. Furthermore, "[t]he vast
23 majority of those claims evidenced that customers were responding to substantial noise,
24 or the vehicle's check engine light, and bringing their vehicles to service as a result of
25 those warnings. Many customers also complained after the warranty was no longer
26 available."

27 100. As a result, Hyundai decided to issue a safety recall for approximately
28 470,000 model years 2011-2012 Sonata vehicles manufactured between December 11,
2009 and April 12, 2012 at Hyundai Motor Manufacturing Alabama and equipped with
either a 2.0 liter or 2.4 liter Gasoline Direct Injection engine.

101. The recall provided notification to owners of the issue, inspection, and

1 replacement of the engine assembly, as necessary, free of charge. Additionally,
2 Hyundai increased the warranty for the engine sub-assembly (short block) to 10
3 years/120,000 miles for both original and subsequent owners.

4 102. In a document filed with NHTSA, attached hereto as Exhibit 2, Kia claims
5 the following relevant chronology took place regarding its knowledge of the defect:

- 6
- 7 a. **September 2015:** Kia learns of the Hyundai recall related to engine
8 damage in 2011-2012 MY Sonata vehicles with Theta engines caused by
9 oil blockage from debris left in engines during manufacturing at Alabama
10 plant.
- 11 b. **January–April, 2016:** Engine remanufacturer Translead conducts detailed
12 review of all recent Kia warranty returned engines. Translead identifies oil
13 delivery issue with Theta GDI engines (Optima, Sportage & Sorento). Low
14 claims rate with no accidents/injuries. Decision: monitoring.
- 15 c. **May 5, 2016:** Kia learns of Hyundai Sonata warranty extension program
16 for next two model years after recall (2013 MY-2014 MY).
- 17 d. **May 5-25, 2016:** Kia Motors America, Inc. (KMA) analyzes field data for
18 Theta engine vehicles. No accidents or injuries. Claims are low but have
19 increased. Customer satisfaction identified as critical complaint factor due
20 to high engine repair costs for vehicles out of warranty (especially used
21 vehicle owners). Decision: extend warranty AND encourage customer
22 repairs before breakage with one customer notice.
- 23 e. **May 25–June 10, 2016:** Kia extends warranty coverage to all 2011- 2014
24 MY Optima owners (original and used) with 2.0L and 2.4L GDI engines to
25 10 years or 120,000 miles to reduce customer financial burden. Emphasis
26 on customer opportunity to get repair done before engine breakage based
27 on clear knocking noise developing as mutual benefit for both customer
28 and Kia.
- 29 f. **August 24 and 29, 2016:** KMA notifies owners of 2011-2014 Sportage
30 and 2012-2014 Sorento vehicles equipped with 2.0L and 2.4L Theta GDI
31 engines of Warranty Extension Program.
- 32 g. **October 21, 2016:** KMA sees continuing costs related VOQs [Vehicle
33 Owner Questionnaire] and determines dealers are not approving extended
34 warranty repairs due to customer lack of oil maintenance proof. Decision:
35 KMA advises dealers that coverage under the Extended Warranty Program
36 does not require maintenance records.
- 37 h. **March 28, 2017:** Kia makes decision to conduct a voluntary safety recall

1 based on anticipatory risk concerns.

2 103. Between approximately May 25 and June 10, 2016, Kia Motors America (an
3 automotive company in which Hyundai owns a 33.88% stake in) followed Hyundai's
4 lead and notified owners of 2011-14 MY Optima vehicles of issues with the same
5 connecting rod wear which results in knocking noise from the same GDI engines. As a
6 result, Kia provided all owners with a warranty extension on the "short block"⁵ assembly
7 for a period of 10 years starting from the date of first service or 120,000 miles. Kia also
8 alerted owners that if the vehicles continue to be driven with a worn connecting rod
9 bearing, the bearing can fail and may result in engine failure.

10 104. Despite Kia's recall, Defendant Kia has failed to adequately repair the
11 recalled 2011-14 Kia Class Vehicles. Instead, the parts required to conduct the repair are
12 typically unavailable, on nationwide backorder and/or no longer being manufactured.
13 This has resulted in Class Members being without the use of their vehicles for weeks
14 and/or months at a time and incurring additional and unreimbursed expenses such as
15 rental vehicles. Furthermore, when repaired, Kia often utilizes used replacement parts
16 which fail to adequately place Class Members in the same position as prior to such
17 engine failures.

18 105. In March, April and June 2017, Hyundai and Kia announced that they were
19 recalling an additional 1.4 million vehicles with the GDI Engines because they received
20 widespread reports that the engines could fail and stall, *i.e.* the same reason for the first
21 recall. This recall included the 2013-2014 Hyundai Santa Fe, the 2013-2014 Sonata, the
22 2011-2014 Kia Optima, the 2011-2013 Kia Sportage, and the 2012-2014 Kia Sorento
23 vehicles. (*See* Exhibits 2-4.)

24 106. The Class Vehicles have not been recalled despite having the same engine
25 and Plaintiffs and Members of the Class notifying Kia about their engines stalling and
26 failing while being operated. Kia is also aware that these engines are prone to the same

27
28 ⁵ Per Kia's description, the short block consists of the engine block, crankshaft and
bearings, connecting rods and bearings and pistons.

1 failure and risk to safety as the 2011-14 Class Vehicles yet has failed to provide the
2 appropriate notice to Class Members, as well as, the appropriate and necessary repairs.

3 **D. Defendants' Knowledge of the GDI Engine Defect**

4 107. Upon information and belief, Defendants regularly monitor the NHSTA
5 databases as part of its ongoing obligation to identify potential defects in its vehicles.
6 Examples of the complaints about Class Vehicles can be found below. NHTSA
7 complaints establish that KMA knew, or should have known, of the engine defect *at least*
8 as early as October, 2011, based on publicly available information,⁶ years before the
9 Class Vehicles at issue in this litigation were sold through (1) Defendants' own records of
10 customers' complaints, (2) dealership repair records, (3) records from NHTSA, (4)
11 warranty and post-warranty claims, (5) pre-sale durability testing and part sales, and (6)
12 other various sources.

13 108. The experiences of Plaintiffs are by no means isolated or outlying
14 occurrences. Indeed, the internet is replete with examples of blogs and other websites
15 where consumers have complained of the exact same engine defect within the Class
16 Vehicles and complaints from earlier model year Kia owners and lessees with the same
17 engines. Upon information and belief, Defendant KMA, through (1) their own records of
18 customers' complaints, (2) dealership repair records, (3) records from the National
19 Highway Traffic Safety Administration ("NHTSA"), (4) warranty and post-warranty
20 claims, (5) internal pre-sale durability testing, and (6) other various sources, were well
21 aware of the engine defect but failed to notify consumers of the nature and extent of the
22 problems with the GDI Engines or provide any adequate remedy.

23 109. KMA routinely monitors the internet for complaints similar in substance to
24 those quoted below. KMA's customer relations department routinely monitors the
25 internet for customer complaints, and KMA has retained the services of third-parties to
26 do the same. Further, the customer relations division regularly receives and responds to
27 customer calls concerning, *inter alia*, product defects. Through these sources, KMA was
28

⁶ NHTSA ID No. 10429442, *supra* at p. 46.

1 made aware of the engine defect. The complaints also indicate KMA's knowledge of the
2 defect and its potential danger.

3 110. KMA is experienced in the design and manufacture of consumer vehicles.
4 As an experienced manufacturer, KMA likely conducts testing on incoming batches of
5 components, including the GDI Engine, to verify that the parts are free from defects and
6 comply with KMA's specifications. Accordingly, KMA knew or should have known that
7 the engine used in the Class Vehicles is defective and likely to fail prematurely, costing
8 Plaintiffs and Class Members thousands of dollars in expenses.

9 111. Moreover, KMA also should have known of the connecting rod bearing
10 defect and insufficient lubrication channels because of the sheer number of reports of
11 engine problems relating to the connecting rod bearings and/or lubrication channels. For
12 instance, KMA's customer relations department, which interacts with Kia-authorized
13 service technicians in order to identify potentially widespread vehicle problems and assist
14 in the diagnosis of vehicle issues, has received numerous reports of engine problems
15 relating to the connecting rod bearings and lubrication channels. Customer relations also
16 collects and analyzes field data including, but not limited to, repair requests made at
17 dealerships and service centers, technical reports prepared by engineers that have
18 reviewed vehicles for which warranty coverage is requested, parts sales reports, and
19 warranty claims data.

20 112. KMA's warranty department similarly reviews and analyzes warranty data
21 submitted by its dealerships and authorized technicians in order to identify defect trends
22 in its vehicles. KMA dictates that when a repair is made under warranty (or warranty
23 coverage is requested), service centers must provide KMA with detailed documentation
24 of the problem and the fix that describes the complaint, cause, and correction, and also
25 save the broken part in case KMA later determines to audit the dealership or otherwise
26 verify the warranty repair. For their part, service centers are meticulous about providing
27 this detailed information about in-warranty repairs to KMA because KMA will not pay
28

1 the service centers for the repair if the complaint, cause, and correction are not
2 sufficiently described.

3 113. KMA knew or should have known about the engine defect because of the
4 high number of replacement parts likely ordered from KMA. All Kia service centers are
5 required to order replacement parts, including engines, piston assemblies, and connecting
6 rod bearings directly from KMA. Other independent vehicle repair shops that service
7 Class Vehicles also order replacement parts directly from KMA. KMA routinely
8 monitors part sales reports, and are responsible for actually shipping parts requested by
9 dealerships and technicians. Thus, KMA has detailed, accurate, and real-time data
10 regarding the number and frequency of replacement part orders. The sudden increase in
11 orders for the GDI Engines and engine components used in the Kia Class Vehicles was
12 known to KMA, and should have alerted it to the scope and severity of the engine defect.

13 114. In February 2012, KMA issued a technical service bulletin (“TSB”) to its
14 authorized dealerships regarding an engine knocking noise. TSBs are documents used by
15 automotive manufacturers to inform dealership technicians about new information,
16 including vehicle problems, new repair procedures, and improved parts. In TSB
17 No. ENG114R1, KMA acknowledged that the earlier model years of the Class Vehicles
18 with identical engines were defective and experienced a “knocking noise.” As a result,
19 KMA directed dealers to blame the engine defect on the use of aftermarket oil filters and
20 instructed the dealers to replace the aftermarket oil filter with a genuine Kia oil filter. The
21 TSB also explained that this “repair” is not covered under warranty. KMA has failed to
22 provide any post-sale notification to owners and lessees regarding the use of only genuine
23 Kia oil filters in the Kia Class Vehicles. Instead, KMA attempts to circumvent warranty
24 obligations related to the engine defect by faulting customers for use of an aftermarket oil
25 filter.⁷ The defective connecting rod bearings and oil lubrication channels are not,
26

27 ⁷In May 2018, the Federal Trade Commission warned Hyundai that this practice was
28 unlawful. See <https://www.caranddriver.com/news/ftc-warning-to-hyundai-is-a-reminder-to-consumers-know-your-warranty-rights> (last visited July 30, 2018).

1 however, caused by the use of an aftermarket engine oil filter. Despite KMA's
2 knowledge of this fact, KMA has not informed Plaintiffs of the true cause of the defective
3 connecting rod bearings and insufficient oil lubrication channels.

4 115. Representative examples of complaints on the NHTSA website regarding the
5 Kia Class Vehicles are included below (with emphasis supplied in capitalized bold
6 letters)⁸:

7 **a. KIA GDI Engine Complaints**

8 Vehicle: 2015 Kia Optima

9 Date Complaint Filed: 05/10/2017

10 Date of Incident: 04/28/2017

11 Component(s): ENGINE

12 NHTSA ID Number: 10984694

13 **SUMMARY:**

14 ENGINE LOCKED UP DURING ACCELERATION TO 40
15 MPH WHY MERGING INTO TRAFFIC FOUND OUT
16 ENGINE HAS A BENT ROD. OIL AND COOLENT WHERE
17 SUFFICIENT BUT KIA WILL NOT FIX OR REPLACE.
18 COULD OF CAUSED MY WIFE TO CRASH OR BE HIT BY
19 TRAFFIC

20 Vehicle: 2015 Kia Optima

21 Date Complaint Filed: 05/03/2017

22 Date of Incident: 11/26/2016

23 Component(s): ENGINE

24 NHTSA ID Number: 10983354

25 **SUMMARY:**

26 ENGINE LIGHT CAME ON, THEN THE OIL LIGHT. I
27 STOPPED TO CHECK OIL. THERE WAS NO OIL ON THE
28 DIPSTICK. I CHECKED FOR LEAKS. FOUND NONE. I
ADDED 2 QUARTS. THE ENGINE WAS KNOCKING. I
TOOK IT TO THE DEALERSHIP. MY CAR WAS UNDER
WARRANTY. BUT WOULDN'T REPLACE IT. IT WOULD
COST ME \$7200. SO I TRIED TO DRIVE IT HOME, AND

⁸ The foregoing complaints are reproduced as they appear on the NHTSA website. Any typographical errors are attributable to the original author of the complaint.

1 IT QUIT.THE ENGINE SHUT DOWN. I HAD TO HAVE IT
2 TOWED HOME. THIS WAS IN NOVEMBER 2016. AND IT
3 IS STILL DOWN. THEN I HEARD KIA IS GETTING A
4 CLASS ACTION LAWSUIT AGAINST THEM, FOR OIL
5 FLOW ISSUES. I'M STILL PAYING ON THE CAR. I
6 FINANCED THROUGH MY CREDIT UNION. SO THEY
7 ALREADY GOT THERE MONEY. I THINK THAT IS WHY
8 THEY ARE SCREWING ME OVER. TO BE CLEAR I HAD
9 JUST LEFT THE DEALERSHIP WHEN IT QUIT. IT NEVER
10 MADE A SOUND, THE DEALERSHIP HAD IT 3 DAYS.

9 Vehicle: 2015 Kia Optima
10 Date Complaint Filed: 01/09/2017
11 Date of Incident: 11/01/2016
12 Component(s): ENGINE
13 NHTSA ID Number: 10943930

14 **SUMMARY:**

15 2015 KIA OPTIMA WAS OUT OF OIL @ 22,000 MILES
16 AND NO INDICATOR LIGHT HAD GONE ON WHEN IT
17 WAS TAKEN TO AN OIL CHANGE. THE OIL CHANGE
18 PLACE WAS THE ONE THAT INDICATED THAT THE
19 VEHICLE HAD NO OIL IN IT. IT STARTED MAKING
20 SOME RATTLING NOISE SPECIALLY GOINT UPHILL SO
21 I TOOK IT IN TO KIA SERVICE DEPARTMENT. THEY
22 DIAGNOSED IT WITH "SLUDGE" IN THE ENGINE AND
23 ENGINE WOULD HAVE TO BE REPLACED. I HAD TO
24 PROVE 3 PREVIOUS RECEIPTS OF OIL CHANGES
25 OTHERWISE THE WARRANTY WOULD NOT COVER IT.
26 I DO NOT HAVE THOSE RECEIPTS AND 16 DAYS
27 LATER TOOK IT TO THE SAME PLACE I DID MOST
28 RECENT OIL CHANGE BECAUSE OIL LIGHT HAD
TURNED ON. THE VEHICLE AGAIN HAD NO OIL IN IT.
THE TOPPED IT OFF BUT MENTIONED THAT IT WAS
NOT NORMAL FOR SUCH A RECENT MODEL TO BE
BURNING OIL. VEHICLE IS STILL RUNNING BUT
MAKES RATTLING NOISE ONCE IN A WHILE,
PRODUCES WHITE SMOKE OUT OF EXHAUST PIPE
AND I HAVE TO PUT OIL IN IT EVERY COUPLE OF
DAYS. I CANNOT AFFORD TO BUY A NEW ENGINE. I

1 AM A SINGLE MOM AND NEEDS A RELIABLE VEHICLE
2 TO GET TO WORK.

3
4 Vehicle: 2015 Kia Optima
5 Date Complaint Filed: 11/03/2016
6 Date of Incident: 11/02/2016
7 Component(s): ENGINE
8 NHTSA ID Number: 10923952

9 **SUMMARY:**

10 THE VEHICLE WAS IN MOTION AND HAD AN OIL
11 CHANGE THE PREVIOUS DAY. THE VEHICLE LOST
12 POWER AND AN AUDIBLE CLICKING OR TAPPING
13 NOISE CAME ON WHILE DRIVING ON THE HIGHWAY.
14 MY WIFE HAD JUST ENOUGH TIME TO PULL OFF INTO
15 A LOCAL BUSINESS AND PARKED THE CAR. I TOOK IT
16 TO KIA AND THEY ADVISED THERE WAS "SLUDGE" IN
17 THE ENGINE AND WE HAD NOT BEEN MAINTAIN THE
18 VEHICLE PROPERLY. OFFERED TO PRODUCE
19 RECORDS BUT THEY ADVISED THEY STILL WOULD
20 NOT COVER IT. *TR

21 Vehicle: 2015 Kia Optima
22 Date Complaint Filed: 09/29/2016
23 Date of Incident: 07/22/2016
24 Component(s): ENGINE
25 NHTSA ID Number: 10910586

26 **SUMMARY:**

27 ENGINE FAILURE AT 15 MONTHS OLD AND 42,000
28 MILES. KIA DENIED WARRANTY COVERAGE
BECAUSE I COULD NOT PROVE OIL CHANGES. SAME
COMPLAINT AS THOUSANDS OF OTHER KIA
VEHICLES, HAPPENED ABRUPTLY, CAR STARTING
MAKING LOUD RATTLING NOISE ON ACCELERATION
WHILE DRIVING, NO WARNING, SLUDGE IN ENGINE. I
HAD TO PAY OUT OF POCKET FOR A NEW ENGINE TO
BE INSTALLED WITH NO ASSISTANCE FROM KIA OR
MY LOCAL DEALERSHIP.

Vehicle: 2015 Kia Optima
Date Complaint Filed: 09/09/2016
Date of Incident: 06/10/2016
Component(s): ENGINE
NHTSA ID Number: 10905150

SUMMARY:

MY 2015 KIA OPTIMA HAS 23000 MILES.. I COULDN'T REMEMBER WHEN I HAD THE OIL CHANGED,BUT I WAS DRIVING ON 75 COMING FROM FLA. THE AC STOP WORKING AND THEN SHORTLY AFTER THAT THE CAR STARTED TO SLOW DOWN. IT FINALLY CAME TO A COMPLETE STOP, WHEN I GOT IT TO THE KIA DEALERSHIP THEY INFORMED ME THAT THE ENGINE HAD SEIZED .BECAUSE THE SAID I COULD NOT PROVE THAT THE OIL HAD BEEN CHANGED,THE WARRANTY WOULD NOT COVER IT. I BOUGHT THE CAR BRAND NEW. ONLY HAD IT 15 MONTHS. THERE WAS NO WARNING LIGHTS OR ANY SIGNS OF TROUBLE .KIA WILL NOT FIX IT, THEY WANT ALMOST 8.000 TO PUT IN A NEW ENGINE.

Vehicle: 2015 Kia Optima
Date Complaint Filed: 09/07/2016
Date of Incident: 09/04/2016
Component(s): ENGINE
NHTSA ID Number: 10904330

SUMMARY:

AS I WAS DRIVING MY 2015 OPTIMA TO THE STORE MY CHECK ENGINE LIGHT CAME ON. THE NEXT DAY I STARTED MY CAR AND HEARD A RATTLING OR TICKING SOUND, THIS WAS ON LABOR DAY, SO I TURNED MY CAR OFF AND CALLED THE DEALERSHIP. DUE TO HOLIDAY THE SERVICE DEPT WAS NOT OPEN. I CALLED THEM AGAIN ON TUESDAY SEPT 6TH AND WAS ADVISED THEY WOULD HAVE IT TOWED. I RECEIVED A PHONE CALL ON TUESDAY

1 EVENING STATING MY MOTOR HAS SLUDGE AND
2 NEEDS TO BE REPLACED.

3
4 Vehicle: 2015 Kia Optima
5 Date Complaint Filed: 09/06/2016
6 Date of Incident: 09/03/2016
7 Component(s): ENGINE
8 NHTSA ID Number: 10904201

9 **SUMMARY:**

10 2015 KIA OPTIMA, ONLY 47K MILES....ENGINE
11 FAILURE...THE DEALERSHIP SAYS ITS SLUDGE... AND
12 I HAVE TO PROVIDE ALL MY MAINTENANCE
13 RECORDS. IT STARTED WITH WHITE SMOKE COMING
14 OUT OF THE TAILPIPE AND LOUD RATTLING NOISE
15 WHEN I ACCELERATED, THEN THIS PAST SATURDAY,
16 IT STARTED TO SHAKE VIOLENTLY AND THE CHECK
17 ENGINE LIGHT WENT ON . I HAD TO GET IT TOWED.
18 THIS IS KIA'S FAULT!!! NOT MINE. I'VE DONE THE
19 SAME ROUTINE MAINTENANCE ON MY TOYOTA AND
20 HONDA WHICH HAD OVER 100K MILES WITH NO
21 PROBLEMS! I AM BEING TOLD BY KIA THAT IT WON'T
22 BE COVERED UNDER THE WARRANTY.

23
24 Vehicle: 2015 Kia Optima
25 Date Complaint Filed: 06/15/2016
26 Date of Incident: 06/04/2016
27 Component(s): ENGINE
28 NHTSA ID Number: 10874312

SUMMARY:

MY 2015 KIA OPTIMA HAS 26,456 MILES. THE LAST OIL
CHANGE WAS PERFORMED AT 26,064 MILES. ON 6/4/16
WHILE DRIVING APPROX. 50MPH IN 3 LANE TRAFFIC
THE ENGINE SEIZED UP, CAR SHUT DOWN AND
INTERIOR FILLED WITH SMOKE. HAD VEHICLE
TOWED TO KIA. WAS TOLD IT NEEDS A NEW ENGINE
DUE TO SLUDGE IN THE OIL. KIA IS REFUSING TO
HONOR THE WARRANTY BECAUSE I CANNOT

1 PRODUCE RECEIPTS FOR PREVIOUS OIL CHANGES. I
2 HAVE RESEARCHED AND MANY OTHER KIA
3 VEHICLES ARE HAVING VERY SIMILAR PROBLEMS
4 WITH LOW MILES! THERE HAS TO BE SOMETHING
5 WRONG THAT KIA IS NOT AWARE OF OR IS JUST NOT
6 WILLING TO ADMIT. NOT ONLY WILL THEY NOT FIX
7 MY VEHICLE BUT I FEAR SOMEONE IS GOING TO GET
8 HURT OR EVEN KILLED. I INFORMED KIA OF MY
9 CONCERN BUT THEY DID NOT SEEM TO CARE.

10 Vehicle: 2015 Kia Optima
11 Date Complaint Filed: 05/24/2016
12 Date of Incident: 10/15/2015
13 Component(s): ENGINE
14 NHTSA ID Number: 10870505

SUMMARY:

15 TL* THE CONTACT OWNS A 2015 KIA OPTIMA. WHILE
16 DRIVING 60 MPH, SMOKE EMITTED FROM THE
17 ENGINE COMPARTMENT WITHOUT WARNING. THE
18 VEHICLE WAS TAKEN TO THE DEALER. THE
19 TECHNICIAN DIAGNOSED THAT THE NUMBER TWO
20 CYLINDER WAS DEFECTIVE AND NEEDED TO BE
21 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE
22 FAILURE MILEAGE WAS 58,000.

23 Vehicle: 2015 Kia Sorento
24 Date Complaint Filed: 04/25/2017
25 Date of Incident: 04/11/2017
26 Component(s): ENGINE
27 NHTSA ID Number: 10980556

SUMMARY:

28 WE STARTED HAVING PROBLEMS AT ABOUT 20,000
MILES. THE CAR WAS PULLING AS WE TRIED TO
ACCELERATE AND SMOKE WOULD BLOW OUT OF
THE TAILPIPE. WE TOOK IT INTO THE DEALERSHIP IN
WHICH THEY STATED WE HAD SLUDGE IN THE
ENGINE. THEY STATED TO MAINTAIN REGULAR OIL
CHANGES, BUT WE WOULD NEED A NEW ENGINE. 4

MONTHS LATER THEY DID AN OIL CHANGE AND STATED THE OIL WAS CLEAR OF SLUDGE. WITHIN 2 WEEKS, WE HEARD A LOUD BANGING SOUND FROM THE ENGINE, IT GOT LOUDER AND WAS BARELY GOING 5 MILES/HR. WE WERE ON A MAJOR ROAD AND WERE ABLE TO PULL INTO A PARKING LOT. WE HAD IT TOWED TO THE DEALERSHIP (CENTRAL KIA OF PLANO). WITHOUT EVEN LOOKING AT IT, THEY SAID IT WAS THE SLUDGE IN THE ENGINE AND WE NEEDED OUR ENGINE REPLACED (\$7000). THEY WOULD NOT EVEN LOOK UNDER THE HOOD UNTIL WE PAID THEM \$400 TO OPEN IT UP. THEY STATED THE WORK WOULD NOT BE COVERED UNDER OUR WARRANTY EVEN THOUGH WE ARE ONLY 2 YEARS INTO IT AND AROUND 30,000 MILES. I CALLED KIA CONSUMER AFFAIRS (800-333-4542) AND THEY CONTACTED THE DEALERSHIP AND THAT'S WHEN THEY FINALLY OPENED THE HOOD AND FOUND SLUDGE IN THE ENGINE. THEY TOOK PICTURES AND SENT IT TO KIA "TECH" IN WHICH OUR CLAIM WAS DECLINED DUE TO "LACK OF MAINTENANCE". WE PROVIDED RECEIPTS FOR OUR OIL CHANGES. THEY DID NOT ACCEPT 3 OF THEM BECAUSE THEY DID NOT HAVE A "PO#" AND THEY DID NOT ACCEPT 2 OF MY CREDIT CARD RECEIPTS. I TOLD KIA CONSUMER AFFAIRS THE 2015'S ARE HAVING THE SAME ISSUES AS THE RECALLS 2011-2014. SHE STATED THE DMV IS COLLECTING INFORMATION ON THE 2015'S. EVERYONE CALL CONSUMER AFFAIRS!! THERE IS AN ENGINE PROBLEM WITH THE 2015'S AND KIA IS NOT STANDING BY THEIR WARRANTY. WE HAVE NOT BEEN PROVIDED A RENTAL CAR. I HAVE ALSO ESCALATED THIS ISSUE TO KIA'S "ESCALATION DEPT" IN WHICH THEY STATED TO GET THEM MORE RECEIPTS AND "TECH" CAN REVIEW THE CASE AGAIN! I HAVE GATHERED MORE RECEIPTS INCLUDING HOW OFTEN WE WERE PUTTING OIL IN BETWEEN OIL CHANGES.

Vehicle: 2015 Kia Sorento

1 Date Complaint Filed: 08/24/2016

2 Date of Incident: 07/01/2016

3 Component(s): ENGINE

4 NHTSA ID Number: 10898199

5 **SUMMARY:**

6 I WAS DRIVING DOWN THE ROAD WITH MY 4
7 CHILDREN IN THE CAR AT 45 MPH WHEN ALL OF A
8 SUDDEN MY CAR COMPLETELY LOST POWER.
9 LUCKILY I WAS ABLE TO COAST TO THE SIDE OF THE
10 ROAD. IT WAS OVER A 100 DEGREES OUTSIDE AND
11 MY 4 KIDS UNDER 6 HAD TO SIT AND WAIT ON A RIDE
12 IN THE HEAT. THE CAR HAS 40,000 MILES ON IT AND
13 HAS HAD 7 OIL CHANGES, OF WHICH I HAVE
14 PROVIDED THE RECEIPTS FOR. THERE IS ENGINE
15 SLUDGE DESPITE THE FACT THAT THE OIL WAS
16 CHANGED MORE FREQUENTLY THAN THE MANUAL
17 SUGGESTED 7500 MILES,

18 Vehicle: 2015 Kia Sorento

19 Date Complaint Filed: 06/23/2017

20 Date of Incident: 12/01/2014

21 Component(s): ENGINE

22 NHTSA ID Number: 11000887

23 **SUMMARY:**

24 (AMENDMENTS TO ODI#S: 10668775 & 10663356 -
25 UPDATE)

26 ON 12/01/2014, I WAS IN A 2015 KIA SORENTO LX
27 (ENTERPRISE INSURANCE RENTAL) TRAVELING ON
28 CRABB RIVER ROAD, (A CITY STREET) SUGARLAND,
TEXAS. I FULLY STOPPED AT THE TRAFFIC LIGHTS
BECAUSE IT WAS RED. ONCE LIGHTS TURNED GREEN,
I PUT THE VEHICLE IN MOTION BY STEPPING ON THE
GAS PEDAL TO ACCELERATE BUT THE CAR FELT
REALLY SLUGGISH SO I GAVE IT MORE GAS IN
ORDER TO GAIN ENOUGH SPEED AS I WAS ABOUT TO
GO OVER SOME RAILROAD TRACKS (APPROX. 55+
MPH) WHICH WERE ON A ROAD THAT WAS ON AN
INCLINE. RIGHT AS THE CAR REACHED THE TRACKS,
THE ENGINE STALLED, THE STEERING WHEEL

1 LOCKED AND I LOST ALL CONTROL OF THE VEHICLE
2 AND IT DOVE INTO A DITCH; PLOWED DIRECTLY
3 INTO A STEEL BILLBOARD POLE WHICH WAS
4 CEMENTED INTO THE GROUND BECAUSE THE
5 BRAKES BECAME UNRESPONSIVE. THERE WERE NO
6 WARNING LIGHTS ON THE DASH PRIOR TO THE
7 CRASH. EVEN THOUGH I WAS FULLY BUCKLED, THE
8 SEATBELT DID NOT PREVENT MY HEAD FROM
9 VIOLENTLY HITTING THE WINDSHIELD AND
10 BOUNCING OFF THE STEERING WHEEL SINCE NONE
11 OF THE 8 AIRBAGS DEPLOYED. I SUFFERED NEAR
12 FATAL INJURIES INCLUDING A BROKEN BACK (L2
13 FRACTURE), SPINAL CORD, HEAD, EYE, CHIN, JAWS,
14 NECK AND HIP; BROKEN TEETH, PERMANENT
15 DISFIGURATION (18 STITCHES), SOME VISION &
16 HEARING LOSS FROM NERVE DAMAGE AND PTSD,
17 MENTAL ANGUISH, CHRONIC MIGRAINES, EXTREME
18 STRESS, TERRIBLE RECURRING NIGHTMARES, ETC.
19 I'M A 5'2" WOMAN AND MY CHEST WAS PINNED TO
20 THE STEERING WHEEL UPON THE IMPACT WITH THE
21 POLE AND THE FIRE DEPT. HAD TO FREE ME AND
22 LIFT ME UP TO THE EMTS. I WAS TRANSPORTED TO
23 THE ER OF A HOSPITAL BY AMBULANCE AND LATER
24 TRANSFERRED TO THE TRAUMA UNIT OF MEMORIAL
25 HERMANN HOSPITAL DUE TO THE SEVERITY OF MY
26 INJURIES.

20 Vehicle: 2016 Kia Sorento
21 Date Complaint Filed: 10/12/2017
22 Date of Incident: 10/09/2017
23 Component(s): ENGINE
24 NHTSA ID Number: 11033167

SUMMARY:

24 VEHICLE STALLED WHILE DRIVING WITH SPEED ON
25 NORMANDIE AVE IN TORRANCE CALL TRIPLE FOR
26 THEM TO TOW IT TO KIA DEALER. RECEIVED A
27 CALLED FROM DEALER SAYING THE ENGINE BLOWN
28 OUT. AT 50000 MILES. TECHNICIAN FROM KIA
MENTIONED IT'S A RECALL.

1 Vehicle: 2015 Kia Sportage
2 Date Complaint Filed: 09/13/2017
3 Date of Incident: 08/23/2017
4 Component(s): ENGINE
5 NHTSA ID Number: 11022956

6 **SUMMARY:**

7 I WAS DRIVING ON THE FREEWAY AT 65 MPH IN THE
8 SLOW LANE WHEN THE CHECK ENGINE LIGHT
9 SUDDENLY CAME ON, THEN ALL THE SERVICE
10 LIGHTS LIT UP AND THE CAR BEGAN LOSING POWER.
11 LUCKILY, I WAS COMING TO AN OFFRAMP AND WAS
12 ABLE TO MAKE IT TO THE END OF THE OFFRAMP
13 (SIGNAL) BEFORE THE CAR DIED COMPLETELY. WE
14 HAD TO PUSH THE CAR OUT OF THE ROAD AND
15 AROUND THE CORNER TO A CURB AS WE WERE
16 BLOCKING ONE SIDE OF THE OFFRAMP. HAD I NOT
17 BEEN IN THE SLOW LANE AND NEAR AN OFFRAMP,
18 THE CAR WOULD HAVE DIED ON THE FREEWAY
19 WHICH WOULD HAVE BEEN A MUCH MORE
20 DANGEROUS SITUATION. WAS TOLD BY KIA SERVICE
21 DEPT. THAT THE ENGINE BLEW BECAUSE OF SLUDGE
22 IN THE OIL.

23 ***b. Previous Model Year Kia GDI Engine Complaints***

24 Vehicle: 2011 Kia Optima
25 Date Complaint Filed: 10/16/2014
26 Component(s): ENGINE
27 Date of Incident: 10/12/2014
28 NHTSA ID Number: 10645013
Manufacturer: Kia Motors America
Vehicle Identification No. (VIN): KNAGN4A61B5 . . .

SUMMARY:

TL* THE CONTACT OWNS A 2011 KIA OPTIMA. THE
CONTACT STATED THAT **WHILE DRIVING 75 MPH AT
NIGHT WITH THE CRUISE CONTROL ACTIVATED,
THERE WAS SMOKE COMING FROM UNDER THE
HOOD AND THE VEHICLE ENGULFED INTO
FLAMES.** THE FIRE DEPARTMENT EXTINGUISHED

1 THE FIRE. A POLICE/FIRE REPORT WAS FILED AND
2 THERE WERE NO INJURIES REPORTED. THE VEHICLE
3 WAS DESTROYED AND THE CAUSE OF THE FIRE WAS
4 NOT DETERMINED. THE MANUFACTURER WAS NOT
5 MADE AWARE OF THE FAILURE. THE FAILURE
6 MILEAGE WAS 51,500.

7 Vehicle: 2011 Kia Optima
8 Date Complaint Filed: 04/16/2015
9 Date of Incident: 03/31/2015
10 Component(s): ELECTRICAL SYSTEM, ENGINE
11 NHTSA ID Number: 10706020

12 **SUMMARY:**

13 TL* THE CONTACT OWNS A 2011 KIA OPTIMA. WHILE
14 TRAVELING AT APPROXIMATELY 50 MPH AND
15 ATTEMPTING TO SLOW DOWN FOR A STOP LIGHT,
16 THE VEHICLE STALLED WITHOUT WARNING AND
17 FAILED TO RESTART. THE VEHICLE WAS TOWED TO
18 AN AUTHORIZED DEALER WHO DIAGNOSED THAT
19 THE STARTER BURNED OUT AND THAT THE ENGINE
20 SEIZED. THE DEALER REPLACED THE STARTER AND
21 WAS NOT ABLE TO DIAGNOSE THE SOURCE OF THE
22 FAILURE. THE CONTACT WAS INFORMED THAT A
23 MORE EXTENSIVE DIAGNOSIS WAS REQUIRED AND
24 THE ENGINE NEEDED TO BE TAKEN APART. THE
25 ENGINE FAILURE WAS NOT REPAIRED BY THE
26 DEALER. THE VEHICLE WAS NOT ABLE TO BE
27 DRIVEN. THE MANUFACTURER WAS NOTIFIED OF
28 THE FAILURE. THE FAILURE MILEAGE WAS NOT
AVAILABLE.

24 Vehicle: 2011 Kia Optima
25 Date Complaint Filed: 05/29/2015
26 Date of Incident: 05/27/2015
27 Component(s): ENGINE, SERVICE BRAKES
28 NHTSA ID Number: 10722186

SUMMARY:

1 I HAVE A 2011 KIA OPTIMA LX, 2.4 LITER ENGINE.
2 ALWAYS KEEP UP ON THE MAINTENANCE AND OIL
3 CHANGES, CAR IS IN GREAT SHAPE. I WAS NOT
4 EXPERIENCING ANY ISSUES, WARNINGS, NO CHECK
5 ENGINE/OIL LIGHTS, NO NOISES, ABSOLUTELY
6 NOTHING. **THEN LAST NIGHT MY CAR JUST**
7 **SPUTTERED AND CUT OFF WHILE BEING DRIVEN.**
8 **APPARENTLY WHEN THE ENGINE CUTS OFF, SO**
9 **DOES THE BRAKES. THERE WAS NO WAY TO PUSH**
10 **THE BRAKES, SO I HAD TO TRY TO SAFELY COAST**
11 **TO THE SIDE OF THE ROAD, WITH NO BRAKES AND**
12 **NO POWER STEERING.** I FINALLY PULLED OVER,
13 TRIED TO RESTART THE CAR AND THERE WAS SUCH
14 A LOUD KNOCKING NOISE, AND SOME SQUEALING
15 NOISES AS WELL. THE CAR WILL NO LONGER START
16 EITHER. I HAD A MECHANIC LOOK AT IT TODAY AND
17 SAYS THE ENGINE IS "JUST GONE." NO
18 EXPLANATIONS AT ALL. I VERIFIED THAT THE KIA
19 OPTIMA AND THE HYUNDAI SONATA ARE THE SAME
20 MANUFACTURER AND USE THE SAME ENGINES. I SEE
21 THERE ARE WAY MORE COMPLAINTS ABOUT THE
22 2011 HYUNDAI SONATA WITH THIS SAME ISSUE. I
23 WILL TRY TO NOTIFY KIA AND SEE IF THEY ARE
24 WILLING TO STEP UP AND CORRECT THIS EVEN WITH
25 THE WARRANTY EXPIRING 7,000 MILES AGO, SINCE I
26 AM THE SECOND OWNER. I HAVE FOUND MANY
27 COMPLAINTS ABOUT THIS SAME THING FOR BOTH
28 THE 2011 OPTIMAS AND SONATAS. THIS IS SO
DANGEROUS BECAUSE THERE ARE NO WARNINGS,
AND THE ENGINE CUTS OFF IN TRAFFIC, WHICH ALSO
CAUSES THE BRAKES AND STEERING TO GO OUT.
NOT SAFE AT ALL.

Vehicle: 2011 Kia Optima
Date Complaint Filed: 08/24/2015
Date of Incident: 08/24/2013
Component(s): ENGINE
NHTSA ID Number: 10778079

SUMMARY:

1 DRIVING DOWN EXPRESS WHEN ENGINE STARTED TO
2 LOOSE OIL. PULLED OVER ON SHOULDER, NOTICE A
3 CLICKING NOISE AND SMELLED BURNING OIL.
4 DEALER FOUND HOLE IN SIDE OF ENGINE BLOCK.
5 STATED NEEDS NEW ENGINE AND QUOTED AND
6 ESTIMATED PRICE OF \$5,875.64 FOR A USED ENGINE
7 WITH 46,000 MILES INSTALLED. HAD CAR REPAIRED
8 AT ANOTHER PLACE FOR \$5477.06 WITH 41,000 MILES.
9 THIS SHOP SAID THE ENGINE HAD A ROD KNOCK
10 THEN LOCKED UP. NEEDS THE ENGINE REPLACED.
11 **THIS IS THE SAME 2.4 LITER ENGINE THAT IS**
12 **BEING RECALLED FOR THE HYUNDAI SONATAS.**

11 Vehicle: 2011 Kia Optima
12 Date Complaint Filed: 09/29/2015
13 Date of Incident: 06/21/2015
14 Component(s): ENGINE
15 NHTSA ID Number: 10778375

SUMMARY:

16 TL* THE CONTACT OWNS A 2011 KIA OPTIMA. WHILE
17 DRIVING AT APPROXIMATELY 40 MPH, THE CHECK
18 ENGINE WARNING LIGHT ILLUMINATED. THE
19 DRIVER SHUT OFF THE VEHICLE AND IT FAILED
20 TO RESTART. THE VEHICLE WAS TOWED TO A
21 DEALER WHO DIAGNOSED THAT THE ENGINE
22 NEEDED TO BE REPLACED. THE MANUFACTURER
23 WAS NOTIFIED OF THE FAILURE. THE VEHICLE WAS
24 NOT REPAIRED. THE FAILURE MILEAGE WAS 71,106.

23 Vehicle: 2011 Kia Optima
24 Date Complaint Filed: 11/09/2015
25 Date of Incident: 10/31/2015
26 Component(s): ELECTRICAL SYSTEM , ENGINE
27 NHTSA ID Number: 10789435

SUMMARY:

28 **WHILE DRIVING 70 MPH ON THE HIGHWAY MY**
2011 KIA OPTIMA ENGINE SHUT DOWN AND WOULD

1 **NOT ACCELERATE AND THE BRAKES WOULD NOT**
2 **FUNCTION.** LUCKILY, I SAFELY MADE IT TO THE FAR
3 SHOULDER OF THE HIGHWAY ONLY TO FIND THAT
4 MY CAR WAS SMOKING AND SMELLED LIKE
5 SOMETHING WAS BURNING. HAD TO GET THE CAR
6 TOWED TO THE DEALERSHIP AND THEY INFORMED
7 THE ENGINE NEEDS TO BE REPLACED AND THE
8 STARTER IS ALSO FRIED. I HAVE SEEN FOUR
9 COMPLAINTS SO FAR OF 2011 KIA OPTIMA'S WITH
10 THE SAME ISSUE AND AM SURE I WILL FIND MORE.
11 THAT SEEMS LIKE TOO MUCH OF A COINCIDENCE
12 THAT IT HAPPENS SO FREQUENTLY WITH THESE
13 MODELS AND THERE ISN'T ANY SORT OF RECALL. NO
14 BREAKS AT 70 MPH IS PRETTY DANGEROUS. I HAVE
15 CONTACTED MY ATTORNEY AND HOPE THIS
16 MANUFACTURER WILL DO THE RIGHT THING.

17 Vehicle: 2011 Kia Optima
18 Date Complaint Filed: 12/13/2015
19 Date of Incident: 12/06/2015
20 Component(s): ENGINE
21 NHTSA ID Number: 10809924

22 **SUMMARY:**

23 WAS DRIVING DOWN THE INTERSTATE AND THE CAR
24 DIED AFTER PULLING OFF TO THE SHOULDER TRIED
25 TO START THE CAR AND ALL IT WOULD DO WAS
26 CLICK. TOWED THE CAR HOME THINKING IT WAS AN
27 ALTERNATOR OR SOMETHING SIMPLE. NEXT
28 MORNING LOOKED AT THEN CHANGED THE
BATTERY AND TRIED TO GET IT STARTED IN
SLIGHTLY TURNED OVER BUT NOT ENOUGH TO
START CALLED THE DEALER TO DROP IT OFF AND
THEY SAID CAR WAS SEIZED OUT OF WARRANTY
AND NEEDS THE ENGINE REPLACED. **AFTER
SEARCHING ON THE INTERNET AND LOOKING AT
COMPLAINTS FOUND THAT MY ENGINE WAS BUILT
AT THE SAME PLANT AS THE HYUNDAI SONATA
SAME ENGINE, WHICH IS RECALLED FOR THIS
SAME EXACT PROBLEM . I AM WONDERING WHY**

1 **KIA ACTED LIKE THE CANT BELIEVE THIS WOULD**
2 **HAPPEN WHEN THESE CARS SHOULD BE**
3 **RECALLED ALSO . WHAT CAN BE DONE HERE ? I**
4 **WILL NOT LET THIS GO IT IS WRONG KIA'S SHOULD**
5 **BE LOOKED INTO AND RECALLED**

6 Vehicle: 2011 Kia Optima
7 Date Complaint Filed: 02/29/2016
8 Date of Incident: 05/09/2015
9 Component(s): ENGINE
10 NHTSA ID Number: 10838965

11 **SUMMARY:**

12 TL-THE CONTACT OWNS A 2011 KIA OPTIMA. **THE**
13 **CONTACT STATED THAT WHILE DRIVING**
14 **APPROXIMATELY 60 MPH, AN ABNORMAL SOUND**
15 **EMITTED FROM UNDER THE HOOD OF THE**
16 **VEHICLE AS THE CHECK ENGINE OIL WARNING**
17 **LIGHT FLICKERED. THE VEHICLE WAS TAKEN TO**
18 **AN INDEPENDENT MECHANIC WHERE IT WAS**
19 **DIAGNOSED THAT THE CONNECTING ROD FAILED**
20 **AND THE ENGINE NEEDED TO BE REPLACED. THE**
21 **VEHICLE WAS NOT REPAIRED. THE MANUFACTURER**
22 **WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE**
23 **MILEAGE WAS 92,000. SS**

24 Vehicle: 2012 Kia Optima
25 Date Complaint Filed: 09/23/2014
26 Date of Incident: 09/22/2014
27 Component(s): ENGINE
28 NHTSA ID Number: 10638362

SUMMARY:

DRIVING VEHICLE AT 35-40 MPH. ALL OF A SUDDEN
ENGINE STOPPED. THERE WAS HEAVY SMOKE
COMING FROM UNDER THE HOOD AND SMELLED OF
AN ELECTRICAL FIRE. SMOKE DISSIPATED AFTER 15
MINUTES. VEHICLE WAS UNABLE TO BE RESTARTED
AND HAD TO BE TOWED TO KIA DEALERSHIP IN

1 TURNERSVILLE NJ. SPOKE WITH DEALERSHIP ON 9/23
2 AND WAS TOLD STARTER AND ENGINE NEEDS TO BE
3 REPLACED. *TR

4 Vehicle: 2012 Kia Optima
5 Date Complaint Filed: 09/26/2014
6 Date of Incident: 09/11/2014
7 Component(s): ENGINE
8 NHTSA ID Number: 10639417

SUMMARY:

9 TL* THE CONTACT OWNS A 2012 KIA OPTIMA. **THE**
10 **CONTACT STATED THAT WHILE DRIVING AT**
11 **APPROXIMATELY 70 MPH, THE ENGINE STALLED**
12 **WITHOUT WARNING.** IN ADDITION, A STRONG
13 ELECTRICAL BURNING ODOR EMITTED INSIDE OF
14 THE VEHICLE. THE VEHICLE WAS TOWED TO A
15 DEALER FOR DIAGNOSIS. THE MECHANIC INFORMED
16 THAT THE STARTER AND ASSOCIATED FUSES WERE
17 COMPLETELY BURNT. THE VEHICLE WAS REPAIRED.
18 THE CONTACT STATED THAT AFTER THE REPAIRS
19 WERE PERFORMED, THE VEHICLE FAILED TO START.
20 THE VEHICLE WAS TAKEN BACK TO THE DEALER
21 WHO RECOMMENDED THE ENGINE NEEDED TO BE
22 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE
23 MANUFACTURER WAS NOTIFIED OF THE FAILURE.
24 THE VIN WAS UNAVAILABLE. THE APPROXIMATE
25 FAILURE MILEAGE WAS 55,000.

26 Vehicle: 2012 Kia Optima
27 Date Complaint Filed: 09/30/2015
28 Date of Incident: 08/02/2015
Component(s): ENGINE
NHTSA ID Number: 10778891

SUMMARY:

I WAS DRIVING ON I 95 ON OUR WAY HOME FROM
FLORIDA. WE WERE PASSING FAYETTSVILLE ,NC

1 WHEN MY CAR ENGINE MADE SOME KNOCKING
2 NOISE AND THEN THE ENGINE LIGHT CAME ON,
3 BEFORE I CAN PULL TO THE SHOULDER, **THE CAR**
4 **STALLED,LOST POWER AT 70 MLS PER HR. WE**
5 **WERE LUCKY NO ONE HIT US AS I WAS SLOWLY**
6 **NAVIGATING TO THE SHOULDER.** I HAD IT TOWED
7 TO A KIA DEALERSHIP IN FAYETTSVILLE,NC. THEY
8 SAID ENGINE SEIZED UP AND NEEDS TO BE REPLACE.
THE CAR HAS 71,000MLS BUT KIA DENIED MY
WARRANTY CLAIM SO I END UP PAYING \$5,700 FOR A
REMANUFACTURED ENGINE.

9
10 Vehicle: 2012 Kia Optima
11 Date Complaint Filed: 12/14/2015
12 Date of Incident: 11/28/2015
13 Component(s): ENGINE
NHTSA ID Number: 10809989

14 **SUMMARY:**

15 THE VEHICLE HIT 63,000 MILES DURING THIS
16 INCIDENT. AS I WAS MERGING ONTO THE
17 EXPRESSWAY AT 50MPH, **I GOT THE VEHICLE TO**
18 **60MPH AND THE SPEEDOMETER GAUGE FROZE AT**
19 **60MPH. THEN, THE RPM GAUGE DROPPED TO 0.**
20 **SUDDENLY THE ENGINE LOST POWER, THE**
21 **BRAKES LOCKED UP AND BEFORE I GOT THE CAR**
22 **OFF TO THE SHOULDER AT A COMPLETE STOP,**
23 **THE ENGINE CUT OUT COMPLETELY. THE ENGINE**
WOULD NOT START AT ALL AFTER IT CUT OUT. I
THEN BROUGHT THE VEHICLE TO A DEALERSHIP
WHERE THEY DEEMED A NEW ENGINE AS THE
CURRENT ENGINE BLEW.

24
25 Vehicle: 2012 Kia Optima
26 Date Complaint Filed: 01/21/2016
27 Date of Incident: 01/13/2016
28 Component(s): ENGINE
NHTSA ID Number: 10821364

SUMMARY:

DRIVING AT APPROXIMATELY 50 MPH ON THE PARKWAY, ENGINE STALLED WITHOUT WARNING AND WOULD NOT RE-START. I HAD THE CAR TOWED TO A SHOP WHERE THEY INFORMED ME THE ENGINE HAD SEIZED. THERE WAS DEFINITELY OIL IN THERE AS I HAD AN OIL CHANGE WITHIN THE LAST COUPLE OF WEEKS,. THE CAR HAS 72K MILES ON IT AND I AM THE SECOND OWNER SO NOT COVERED BY KIA'S NON-TRANSFERABLE 10YR/100K MI WARRANTY. WORKING WITH KIA CUSTOMER SERVICE, WAITING TO HEAR BACK FROM A SUPERVISOR.

Vehicle: 2013 Kia Optima
Date Complaint Filed: 06/14/2013
Date of Incident: 06/12/2013
Component(s): ENGINE
NHTSA ID Number: 10519827

SUMMARY:

DRIVING ON A CITY ROAD DURING NORMAL TRAFFIC (4:30PM EST) MY VEHICLE BEGAN TO MAKE LARGE RATTLING NOISE FROM THE ENGINE COMPARTMENT. AT FIRST I THOUGHT I HAD PICKED UP SOMTHING ON THE ROAD, BUT AS I ACCELERATED/DECCCELERATED THE NOISE BECAME LOUDER/SOFTER. I IMMEDIATLEY CONTACTED MY KIA DEALERSHIP. AFTER SPEAKING TO THE SERVICE MANAGER HE TOLD ME TO BRING THE VEHICLE IN NEXT WEEK SINCE THAT WOULD BE THE SOONEST IT COULD BE LOOKED AT. I INFORMED HIM THAT I DID'NT THINK I COULD EVEN MAKE IT HOME LET ALONE WAIT A WEEK TO BRING THE VEHICLE IN. HE STATED I COULD DROP IT OFF, BUT IT WOULD NOT BE LOOKED AT UNTIL NEXT WEEK. EITHER WAY, WITHIN 10 MIUTES OF DRIVING A LARGE BANGING NOISE WENT OFF UNDER THE HOOD, ENGINE OIL SPRAYED THROUGHT THE ENGINE COMPARTMENT AND I HAD COMPLETE LOSS OF POWER. KIA ROADSIDE ASSISTANCE TOWED THE VEHICLE TO THE

1 DEALERSHIP WHERE THEY HAVE INFORMED ME
2 THAT THE ENGINE NEEDS TO BE REPLACED. THE
3 VEHICLE IS LESS THAN 2 WEEKS OLD AND HAD 600
4 MILES WHEN THIS OCCURED. I INFORMED THE
5 DEALERSHIP I WOULD NOT WANT A VEHICLE WITH A
6 REPLACED ENGINE AND THEY HAVE INFORMED ME
7 THAT IS MY ONLY OPTION. I WILL NOT BE
8 PURCHASING FROM KIA AGAIN AS THERE WAS NO
9 SUPPORT FROM THEIR CORPORATE CUSTOMER
10 SERVICE EITHER. *TR

9 Vehicle: 2013 Kia Optima
10 Date Complaint Filed: 08/17/2015
11 Date of Incident: 08/12/2015
12 Component(s): ENGINE
13 NHTSA ID Number: 10749310

14 **SUMMARY:**

15 THE EVENING OF 8/12/15 I WAS DRIVING DOWN A 4
16 LANE CITY ROAD, 2 LANES EACH DIRECTION. THE
17 ENGINE COMPLETELY SHUT OFF LEAVING ME
18 WITH NO POWER AND IN A VERY DANGEROUS
19 SITUATION WITH SUDDEN DECELERATION AND
20 VEHICLES COMING UP FROM BEHIND.

21 FORTUNATELY, NO ONE HIT ME AND I WAS ABLE TO
22 MOVE THE CAR OUT OF TRAFFIC. NO ENGINE
23 MAINTENANCE/WARNING LIGHTS CAME ON PRIOR
24 TO THE ENGINE FAILURE. WE HAVE BEEN INFORMED
25 THE ENGINE IS LOCKED UP AND WILL NEED
26 COMPLETELY REPLACE WITH A NEW ENGINE.
27 ROUTINE MAINTENANCE, INCLUDING KIA'S 22,500
28 MILE RECOMMENDED MAINTENANCE WAS
PERFORMED ONLY 16 DAYS PRIOR ON 7/27/15. DAVE
GREEN, KIA ARAPAHOE SERVICE MANAGER,
INFORMED TODAY (8/17/15) THAT THEY HAVE SEEN
SEVERAL INSTANCES OF THIS IN THE PAST WEEK.
THEY BELIEVE THERE IS A CONNECTION TO THE HOT
WEATHER. WHAT EVER THE CAUSE THIS HAS A VERY
HIGH POTENTIAL TO CAUSE DEATH OR EXTREME
INJURY

Vehicle: 2011 Kia Sorento
Date Complaint Filed: 10/11/2011
Date of Incident: 07/18/2011
Component(s): ENGINE AND ENGINE COOLING
NHTSA ID Number: 10429442

SUMMARY:

WHILE DRIVING DOWN THE EXPRESSWAY, WITHOUT WARNING, THERE WAS A CATASTROPHIC ENGINE FAILURE CAUSING ONE OR TWO OF THE CONNECTING RODS TO BLOW THROUGH THE OIL PAN AND START A FIRE FROM THE FRONT OF THE VEHICLE TO THE BACK UNDERNEATH THE CARRIAGE. THE FLAMES CAME UP THE SIDES AND BACK OF THE CAR. NEEDLESS TO SAY IT WAS EXTREMELY FRIGHTENING. LOOKING AT THE DAMAGE OF THE CAR I NEVER EXPECTED THEM TO ATTEMPT TO REPAIR THIS CAR YET THEY DID. THE CAR WAS DOWN FOR ALMOST TWO MONTHS, THE SECOND ENGINE AND POWER STEERING FAILED BEFORE WE EVEN DROVE THE REPAIRED CAR OFF THE LOT. KIA STILL DID NOT WANT TO DO ANYTHING BUT REPAIR THE CAR AGAIN. THEY SAID, "THESE THINGS HAPPEN THATS WHY YOU HAVE A WARRANTY". THESE THINGS HAVE NEVER HAPPENED TO ME OR ANYONE I KNOW IN THE 30 YEARS I HAVE BEEN DRIVING. YOU BUY A NEW CAR TO AVOID SUCH PROBLEMS. THE CAR HAS NOW BEEN RETURNED TO ME AND IT IS STILL NOT RIGHT. I JUST TOOK IT IN FOR THEM TO BLOW OUT THE VENTS AND FILTERS. THERE WAS STILL REMNANTS OF THE FIRE EXTINGUISHER COMING OUT WHEN YOU TURNED ON THE AIR. THIS CAR IS DEFECTIVE AND SHOULD HAVE A SALVAGED TITLE. I WAS FORCED TO PUT IN A LAW SUIT. *KB

Vehicle: 2011 Kia Sorento
Date Complaint Filed: 08/02/2017

1 Date of Incident: 03/16/2016

2 Component(s): ENGINE

3 NHTSA ID Number: 11012248

4 **SUMMARY:**

5 BEGINNING MARCH OF 2016, LOUD BANGING AND
6 CLANKING WHEN STARTING ENGINE. I TOOK IT TO
7 DEALERSHIP WHERE THEY DIAGNOSED IT WITH
8 BEARING PROBLEM WHICH COULD POTENTIALLY
9 CAUSE ENGINE FAILURE. VEHICLE OUT OF
10 WARRANTY SO NO COVERAGE FOR AN ESTIMATED
11 6,000.00 REPAIR. WHEN MENTION OF RECALL CAME
12 OUT I WAS RELIEVED AS I AM STILL DRIVING THE
13 VEHICLE. HOWEVER, IT SEEMS THAT THE RECALL
14 ONLY COVERS 2012 OR NEWER MODELS. THE 2011'S
15 HAVE MAJOR ENGINE ISSUES AS WELL AND NEED TO
16 BE INCLUDED IN THE RECALL

17 Vehicle: 2011 Kia Sorento

18 Date Complaint Filed: 05/15/2017

19 Date of Incident: 05/07/2017

20 Component(s): ENGINE

21 NHTSA ID Number: 10985666

22 **SUMMARY:**

23 TL* THE CONTACT OWNS A 2011 KIA SORENTO. THE
24 CONTACT STATED THAT A METAL BANGING NOISE
25 WAS HEARD UNDERNEATH THE HOOD OF THE
26 VEHICLE. THE CONTACT TOOK THE VEHICLE TO THE
27 DEALER WHERE IT WAS DIAGNOSED THAT THE
28 MOTOR FAILED AND NEEDED TO BE REPLACED. THE
VEHICLE HAD NOT BEEN REPAIRED. THE
MANUFACTURER OPENED CASE NUMBER: K3454763.
THE APPROXIMATE FAILURE MILEAGE WAS 63,000.

Vehicle: 2011 Kia Sorento

Date Complaint Filed: 04/20/2017

Date of Incident: 03/27/2017

Component(s): ENGINE

NHTSA ID Number: 10979469

SUMMARY:

TL* THE CONTACT OWNS A 2011 KIA SORENTO. WHILE DRIVING 55 MPH, THE ENGINE STALLED AND THE WARNING INDICATOR ILLUMINATED. THE CONTACT PULLED THE VEHICLE OVER TO THE SIDE OF THE ROAD. THE VEHICLE FAILED TO RESTART. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 96,000.

Vehicle: 2011 Kia Sorento

Date Complaint Filed: 04/12/2017

Date of Incident: 04/07/2017

Component(s): ENGINE

NHTSA ID Number: 10972008

SUMMARY:

THE ENGINE BEGAN TO BE HARD TO START LEAVING WORK FOR HOME. THEN THE NEXT MORNING IT WAS HARD TO START AND WOULD ALMOST STALL AT IDLE. AFTER PARKING AT WORK I ATTEMPTED TO START IT AND DRIVE TO THE KIA DEALERSHIP FOR DIAGNOSIS, IT WOULD NOT KEEP RUNNING MORE THAN A FEW SECONDS.

THE ENGINE HAS SUFFERED A CATASTROPHIC FAILURE. THE DEALER SAYS THAT IT IS LIKELY THAT THE CRANK SHAFT BEARINGS FAILED, OR POSSIBLY THE CONNECTING ROD BEARINGS. THE ENGINE NEEDS TO BE REPLACED.

Vehicle: 2011 Kia Sorento

Date Complaint Filed: 04/10/2017

Date of Incident: 02/10/2017

Component(s): ENGINE

1 NHTSA ID Number: 10971641

2 **SUMMARY:**

3 TL* THE CONTACT OWNS A 2011 KIA SORENTO. THE
4 CONTACT NOTICED SMOKE COMING FROM THE
5 VEHICLE AND DISCOVERED THAT IT WAS LOW ON
6 OIL. THE VEHICLE WAS TAKEN TO THE DEALER
7 WHERE IT WAS DIAGNOSED THAT THE BEARING WAS
8 FAULTY AND CAUSED AN OIL LEAK. THERE WAS
9 SLUDGE IN THE MOTOR, WHICH NEEDED TO BE
10 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE
11 CONTACT REFERENCED NHTSA CAMPAIGN NUMBER:
12 17V224000 (ENGINE AND ENGINE COOLING) AS A
POSSIBLE SOLUTION TO THE FAILURE; HOWEVER,
THE VIN WAS NOT INCLUDED. THE MANUFACTURER
WAS NOTIFIED OF THE FAILURE. THE FAILURE
MILEAGE WAS 55,000.

13
14 Vehicle: 2011 Kia Sorento

15 Date Complaint Filed: 03/21/2017

16 Date of Incident: 02/27/2017

17 Component(s): ENGINE

18 NHTSA ID Number: 10967659

19 **SUMMARY:**

20 ON FEBRUARY 27, 2017, MY 2011 KIA SORENTO'S
21 ENGINE DIED. I HAD ONLY ONE WARNING THAT
22 THERE WAS A PROBLEM AND THAT WAS A LACK OF
23 POWER. I WAS GOING UP A SLIGHT HILL AND I HAD
24 TO FLOOR THE GAS PEDAL TO MAINTAIN 20MPH UP
25 IT. I WENT OUT AT 830PM THAT NIGHT TO TAKE IT TO
26 MY MECHANIC AND MY SORENTO WOULD NOT
27 START. I HAD IT TOWED TO GORRING AUTOMOTIVE
28 AT 1030PM. ON MARCH 1, 2017, MR. GORRING CALLED
AND TOLD ME I WOULD NEED A NEW ENGINE. I
CONTACTED CENTURY 3 KIA AND SPOKE TO THE
SERVICE MANAGER DAN. HE STATED THAT I NEEDED
TO BRING IT BACK TO THE DEALERSHIP TO HAVE IT
LOOKED AT. I ALSO CONTACTED KIA CONSUMER
NUMBER AND SPOKE TO ERIC. ERIC TOLD ME THE
SAME INFORMATION AND I STATED I DID NOT WANT

1 TO PAY FOR THE DIAGNOSIS AGAIN. I HAD MY
2 SORENTO TOWED TO CENTURY 3 KIA ON MARCH 1,
3 2017. DAN STATED THAT HE WAS SURPRISED THAT
4 MY VIN WAS NOT ON THE EXTENDED WARRANTY
5 LIST. ON MARCH 3, 2017, DAN FROM CENTURY 3 KIA
6 CALLED ME AND SAID THAT I DID NEED A NEW
7 ENGINE. CHARLES FROM KIA'S CONSUMER NUMBER
8 AND DAN FROM CENTURY 3 KIA BOTH STATED THAT
9 IF I WAS THE ORIGINAL OWNER THEY WOULD
10 REPLACE THE ENGINE AT NO COST TO ME BUT SINCE
11 I AM THE SECOND OWNER OF THE SORENTO, IT
12 WOULD BE MY RESPONSIBILITY. I INQUIRED AT THE
13 COST OF LABOR AND WAS TOLD 15 HOURS AT \$108
14 AN HOUR. I HAVE LOOKED AROUND AND FOUND
15 THAT MOST ENGINES WITH ROUGHLY THE SAME
16 MILEAGE AS MINE ARE AROUND \$2,500. THE TOTAL
17 COST WILL ROUGHLY BE BETWEEN \$4,500 AND \$6,500
18 TOTAL WITH ALL THE FLUIDS AND OTHER PARTS
19 NEEDED TO RETURN MY SORENTO TO A
20 FUNCTIONAL STATE. I PURCHASED THE SORENTO
21 WITH 53,857 MILES ON IT AND HAD IT FOR ONE YEAR.
22 I PUT 12,000 MILE ON IT ROUGHLY. MY SORENTO HAD
23 ROUGHLY 65,500 MILES ON IT WHEN THIS HAPPENED.
24 I HAVE DONE SOME RESEARCH AND FOUND THIS TO
25 BE A COMMON PROBLEM WITH THE 2.4L ENGINES. IF
26 THIS IS TRUE, WHY HAS KIA NOT DONE ANYTHING
27 ABOUT IT.
28

Vehicle: 2011 Kia Sorento
Date Complaint Filed: 01/02/2017
Date of Incident: 12/07/2016
Component(s): ENGINE
NHTSA ID Number: 10939102

SUMMARY:

THE CAR WAS NOT ALWAYS RESPONDING TO ME
WHEN I WANTED TO ACCELERATE, I WOULD HEAR
THE RPMS GOING UP BUT THE CAR WOULD NOT GO
FASTER, THEN A PUFF OF WHITE SMOKE WOULD
COME OUT THE TAIL PIPE. THEN ONE DAY, I WAS

1 DRIVING THE CAR AND IT STARTED MAKING A
2 CLANKING NOISE WHEN I WOULD PUSH THE GAS
3 PEDAL. IT SOUNDED LIKE THE NOISE A ROLLER
4 COASTER MAKES WHEN YOU ARE CLANKING UP THE
5 HILL AT THE BEGINNING. TOOK THE CAR TO THE
6 DEALERSHIP AND THEY TOOK THE ENGINE APART
7 TO FIND THE PROBLEM. THE CAR HAS AN ENGINE
8 DEFECT THAT WAS DIAGNOSED BY A KIA DEALER AS
9 A MANUFACTURERS DEFECT. NOW THE CAR IS NOT
10 DRIVABLE AND KIA IS REFUSING TO PAY FOR A NEW
11 ENGINE. KIA NEEDS TO RECALL ALL VEHICLES WITH
THESE ENGINES. THEY ARE BUILT BY HYUNDAI AND
THEY RECALLED THEIR VEHICLES WITH THE SAME
ENGINES. *TR

12 Vehicle: 2011 Kia Sorento
13 Date Complaint Filed: 07/21/2016
14 Date of Incident: 07/18/2016
15 Component(s): ENGINE
16 NHTSA ID Number: 10887421

SUMMARY:

17 ENGINE WAS MAKING A CYCLICAL
18 CLICKING/KNOCKING NOISE. WE TOOK THE VEHICLE
19 TO KIA DEALERSHIP AND THEY SAID THEY COULD
20 NOT FIND ANY ISSUES WITH THE CAR. ABOUT A
21 WEEK LATER THE CAR BROKE DOWN WHILE
22 DRIVING AT HIGHWAY SPEEDS. AFTER HAVING IT
23 TOWED TO AN INDEPENDENT GARAGE, WE WERE
24 INFORMED THE ENGINE HAD A CONNECTING ROD
25 FAILURE. THIS IS THE EXACT SAME PROBLEM THE
26 HYUNDAI SONATA HAS WITH THE EXACT SAME
27 THETA 2.4 LITER ENGINE. HYUNDAI HAS ISSUES A
28 RECALL BUT KIA FAILS TO ACKNOWLEDGE THE
ISSUE.

Vehicle: 2011 Kia Sorento
Date Complaint Filed: 05/12/2016

1 Date of Incident: 05/02/2016

2 Component(s): ENGINE

3 NHTSA ID Number: 10864508

4 **SUMMARY:**

5 AT 68,000 MILES THE OIL PRESSURE SENSOR (PART
6 #94750-37100) FAILED AND CAUSED A SUDDEN AND
7 IMMEDIATE LOSS OF ALL ENGINE OIL. IN THE HALF
8 MILE IT TOOK US TO SAFELY PULL OVER THE OIL
9 PRESSURE LIGHT ACTIVATED AND THE DIP STICK
10 READ BONE DRY. I HAVE RESEARCHED THE ISSUE
11 AND FOUND IT TO BE A COMMON PROBLEM WITH
12 KIA'S, A RECALL SHOULD BE ISSUED TO REPLACE
13 THE PART WITH A BETTER ENGINEERED VERSION.
14 HAD WE NOT BEEN ALERT / AWARE OF WHAT WAS
15 GOING ON THE ENGINE COULD HAVE SEIZED AND
16 ALL POWER COULD HAVE BEEN LOST WHILE IN
17 MOTION.

18 Vehicle: 2011 Kia Sorento

19 Date Complaint Filed: 02/16/2016

20 Date of Incident: 01/31/2016

21 Component(s): ENGINE

22 NHTSA ID Number: 10836400

23 **SUMMARY:**

24 ON 1-31-16 HEARD A PINGING NOISE ON THE
25 HIGHWAY; THEN THE CAR STALLED AT THE EXIT
26 LIGHT; STARTED IT AGAIN AND LOUD BANG BLOW A
27 ROD AFTER GETTING BACK ON THE HIGHWAY TO
28 DRIVE IT TO A SHOP. DIED ON THE SIDE OF THE
HIGHWAY AND HAD TO HAVE IT TOWED TO KIA IN
AUBURN WA. KIA STATED THEY WILL NOT FIX
UNDER THE WARRANTY BECAUSE THE WRONG OIL
FILTER WAS INSTALLED AND I DIDN'T PROVIDE
PROPER MAINTENANCE; WHICH I TOOK IT IN EACH
AND EVERY TIME FOR OIL CHANGES TO MY AUTO
SHOP. SAME OIL FILTER HAS BEEN PUT INTO MY CAR
SINCE 2011. WENT BACK TO MY AUTO SHOP
INFORMED THEM THEY STARTED THE PROCESS OF
SENDING THE OIL FILTER IN TO BE CHECKED FOR

1 DEFECTS, ALSO FOUND ON 3 DIFFERENT WEB SITES
2 THE FILTER CAN BE USED FOR MY MAKE AND
3 MODEL. NOW KIA WANT FIX MY CAR; IT HAS BEEN 3
4 WEEKS WITHOUT A VEHICLE AND NO WORD FROM
5 KIA; NOT EVEN FROM THEIR HEADQUARTERS. KIA
6 WILL NOT PROVIDE THE WORK ORDER STATING
7 THEY ARE NOT ALLOWED TO GIVE TO THIRD PARTY.

7 Vehicle: 2011 Kia Sorento
8 Date Complaint Filed: 03/13/2015
9 Date of Incident: 03/02/2015
10 Component(s): ENGINE
11 NHTSA ID Number: 10694186

11 **SUMMARY:**

12 TL* THE CONTACT OWNS A 2011 KIA SORENTO.
13 WHILE TRAVELING APPROXIMATELY 40 MPH, THERE
14 WAS A LOUD NOISE COMING FROM THE FRONT OF
15 THE VEHICLE. ALSO, THE CONTACT MENTIONED
16 THAT SMOKE EMITTED FROM THE ENGINE
17 COMPARTMENT. UPON PULLING THE VEHICLE OVER,
18 IT WAS FURTHER NOTICED THAT THE ENGINE
19 COMPARTMENT WAS ON FIRE. THE VEHICLE WAS
20 TOWED TO AN INDEPENDENT MECHANIC, WHO
21 DIAGNOSED THAT A ROD FRACTURED INTO THE
22 ENGINE AFFECTING THE OTHER COMPONENTS
23 CAUSED A FIRE. ALSO, THE MECHANIC DIAGNOSED
24 THAT THE PISTONS MAY NEED TO BE REPLACED BUT
25 FURTHER EXTENSIVE DIAGNOSIS WAS REQUIRED TO
26 REPAIR THE VEHICLE. THE CONTACT WAS NOT
27 INCLUDED IN NHTSA CAMPAIGN NUMBER: 10V388000
28 (ELECTRICAL SYSTEM). THE MANUFACTURER WAS
NOTIFIED OF THE FAILURE. THE APPROXIMATE
FAILURE MILEAGE WAS 102,000.

26 Vehicle: 2012 Kia Sorento
27 Date Complaint Filed: 10/23/2017
28 Date of Incident: 02/20/2017

Component(s): ENGINE
NHTSA ID Number: 11035862

SUMMARY:

OUR 2012 KIA SORENTO WAS IN MOTION ON THE HIGHWAY WHEN A LOUD KNOCKING SOUND BEGAN. AT THIS POINT THE ENGINE SEIZED AND THE CAR STALLED. IT HAD TO BE TOWED TO THE KIA DEALER AND A NEW ENGINE HAD TO BE PUT IN. WE WERE TOLD BY THE SERVICE MANAGER AT THE KIA DEALERSHIP THAT RECALL SC147 ADDRESSES 2012 KIA SORENTO'S AND THE EXACT SAME ISSUE AS OUR CAR HAD. HOWEVER, THE RECALL DOES NOT INCLUDE HER ENGINE TYPE. GIVEN WHAT HAPPENED TO OUR 17 YEAR OLD DAUGHTER AND THE DANGEROUS SITUATION THAT SHE WAS PUT IN, WE FEEL THAT THESE SORENTO ENGINE TYPES SHOULD ALSO BE INCLUDED IN THE RECALL. KIA CONSUMER AFFAIRS WAS CONTACTED AND THEY REFUSED TO PROVIDE ANY TYPE OF COMPENSATION OR ADD THIS VEHICLE ENGINE TYPE TO THE RECALL.

Vehicle: 2012 Kia Sorento
Date Complaint Filed: 09/26/2017
Date of Incident: 09/24/2017
Component(s): ENGINE
NHTSA ID Number: 11030026

SUMMARY:

AFTER 88,000 MILES, THE SORENTO'S ENGINE STARTED MAKING A LOUD SOUND WHILE DRIVING AT HIGHWAY SPEED. THE ENGINE STAYED ON BUT CONTINUED TO MAKE A LOUD SOUND. THE CAR WAS TOWED TO PEAK KIA IN LITTLETON, CO WHERE IT WAS DETERMINED THAT A NEW ENGINE WAS NEEDED AT A COST OF \$7000-\$10,000 DOLLARS. THE VEHICLE HAD REGULAR OIL CHANGES UP TO THIS POINT. THE DEALERSHIP CHECKED AN MY VIN NUMBER AND SAID THAT I DIDN'T QUALIFY FOR THE RECALL FOR ENGINE PARTICLES. AS A SECOND OWNER, I DID NOT HAVE ACCESS TO THE 10 YEAR

1 WARRANTY. I FEEL AS IF THE RECALL NEEDS TO BE
2 EXPANDED AND HONORED. MY 5 YEAR OLD WELL
3 MAINTAINED CAR HAD NO REASON TO HAVE
4 CATASTROPHIC ENGINE FAILURE. I BELIEVE THIS IS
5 A MANUFACTURING DEFECT THAT IS DANGEROUS
6 AND THAT IS EFFECTING OWNERS ACROSS THE
7 COUNTRY.

8 Vehicle: 2012 Kia Sorento
9 Date Complaint Filed: 09/11/2017
10 Date of Incident: 09/10/2017
11 Component(s): ENGINE
12 NHTSA ID Number: 11022610

13 **SUMMARY:**

14 ON 09/10/2017 WHILE DRIVING A 2012 KIA SORENTO
15 DOWN THE HIGHWAY I HEARD A RATTLING NOISE
16 FROM THE ENGINE WITH A LOUD BANG A FEW
17 SECONDS LATER. THERE WAS SMOKE COMING FROM
18 UNDER THE HOOD. I RESEARCHED AND FOUND THAT
19 ON 03/17/2017 KIA ANNOUNCED A RECALL FOR 2012
20 SORENTOS. KIA'S RECALL: SC147: " BEARING WEAR
21 MAY RESULT IN ENGINE SEIZURE" THIS IS ON KIA'S
22 AND NHTSA'S WEBSITES. [NHTSA CAMPAIGN #
23 17V224000 "MACHINING ERRORS DURING THE ENGINE
24 MANUFACTURING PROCESS MAY CAUSE
25 PREMATURE BEARING WEAR WITHIN THE ENGINE"] I
26 CONTACTED KIA'S CUSTOMER SERVICE AT 1800-333-
27 4542 AND BETHANY TOLD THAT MY 2012 KIA
28 SORENTO WAS NOT ELIGIBLE FOR THE RECALL
BECAUSE THE VIN # WAS NOT PART OF THE RECALL.
SHE SAID THAT I COULD TAKE IT TO THE DEALER
AND THEY WOULD CHECK THE OTHER 2 RECALL
THOUGH. WHEN THE VEHICLE WAS TOWED I
LOOKED UNDER THE VEHICLE TO SEE OIL POURING
OUT FROM A 3 INCH HOLE IN THE BLOCK, TOWARD
THE REAR OF THE VEHICLE, WHERE THE THROWN
ROD BROKE THE BLOCK. OIL IS CHANGED EVERY
THREE MONTHS AND THE VEHICLE HAS 120,129
MILES ON IT. THE COST OF A USED ENGINE ALONE IS

1 NEAR \$3000, PLUS LABOR TO INSTALL A MOTOR
2 THAT COULD DO THE SAME THING. I WOULD LIKE
3 KIA MOTORS TO REPLACE THE DEFECTIVE ENGINE
4 WITH A NEW ENGINE AT NO COST.

5 Vehicle: 2012 Kia Sorento
6 Date Complaint Filed: 08/16/2017
7 Date of Incident: 08/10/2017
8 Component(s): ENGINE
9 NHTSA ID Number: 11015830

SUMMARY:

10 ON 08/10/2017 WHILE DRIVING MY 2012 KIA SORENTO
11 ON I-40. I HEARD A "RATTLING NOISE" FROM THE
12 ENGINE. AS I SLOWED DOWN THE SOUND GOT
13 LOUDER. I TURNED ON A SIDE STREET INTO A SAFE
14 AREA AND PARKED MY VEHICLE. THERE WAS
15 SMOKE COMING FROM UNDER MY HOOD. I OPENED
16 THE HOOD AND SAW 2 SMALL PATCHES OF FIRE. I
17 WAS ABLE TO PUT THEM OUT, THEN RAN TO A BEST
18 WESTERN HOTEL AND ASKED FOR A FIRE
19 EXTINGUISHER IN CASE A FIRE WOULD ERUPT
20 AGAIN. I RESEARCHED AND DISCOVERED THAT ON
21 03/17/2017 KIA ANNOUNCED A RECALL FOR 2012
22 SORENTOS. KIA'S RECALL: SC147: " BEARING WEAR
23 MAY RESULT IN ENGINE SEIZURE" THIS IS ON KIA'S,
24 NHTSA'S , PBS AND FORBES WEBSITES. [NHTSA
25 CAMPAIGN # 17V224000 "MACHINING ERRORS
26 DURING THE ENGINE MANUFACTURING PROCESS
27 MAY CAUSE PREMATURE BEARING WEAR WITHIN
28 THE ENGINE"] I CONTACTED KIA'S CONSUMER
AFFAIRS # AND THE PERSON TOLD THAT MY 2012 KIA
SORENTO WAS NOT ELIGIBLE FOR THE RECALL. HE
SAID MY VIN # WAS NOT PART OF THE RECALL. I HAD
JUST RETURNED WITH MY FAMILY 1 DAY PRIOR
FROM A TRIP TO MOBILE, AL. (1500 MILES ROUND
TRIP). ON 08/12/17 I HAD MY VEHICLE TOWED TO
BATTLEGROUND KIA WHERE THE ADVISOR &
TECHNICIAN SHOWED ME THE PROBLEM A "THROWN
ROD".THIS HOLE IS 3" TO 4" DIAMETER. (PICTURES

1 ATTACHED). I ASKED WHAT COULD HAVE CAUSED
2 THE ROD TO BE THROWN? I HAD MY OIL CHANGED
3 ON SCHEDULE THE LATEST WAS 07/26/2017. THIS
4 VEHICLE HAS 123,937 MILES ON IT. HE REPLIED HE
5 DIDN'T KNOW WHAT CAUSED IT. ON 08/15/2017 I WAS
6 INFORMED THAT TO REPLACE THE ENGINE WITH A
7 USED ONE WITH 99,000 MILES WAS \$6400 PLUS
8 LABOR. [THAT IS ABOUT 24,000 MILES LESS THAN
9 MINE CURRENT MILEAGE WITH THE SAME
10 POTENTIAL PROBLEM LINGERING TO HAPPEN AGAIN]
11 IT IS OBVIOUS THAT THE PROBLEMS WITH THE
12 RECALL ENGINES ARE IDENTICAL WITH MINE. I
13 WOULD LIKE KIA MANUFACTURING TO REPLACE MY
14 DEFECTIVE ENGINE WITH A NEW ENGINE AND
15 RENTAL VEHICLE AT NO COST TO ME. I'LL LIKE TO
16 PARTNER WITH THE LOCAL DEALERSHIP TO RECTIFY
17 THIS.

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UPDATED 08/31/2017*JS

Vehicle: 2012 Kia Sorento
Date Complaint Filed: 08/05/2017
Date of Incident: 08/02/2017
Component(s): ENGINE
NHTSA ID Number: 11013013

SUMMARY:

AS I CAME AROUND A BEND AT ABOUT 20 MPH, MY
2012 KIA SORENTO DIED. THERE WAS NO WARNING,
AND NO CHECK ENGINE LIGHT. I WAS ON A CITY
STREET, AND HAD JUST PRESSED THE BRAKE PEDAL
TO SLOW DOWN FOR THE TURN. THANKFULLY I WAS
ABLE TO PULL INTO A PARKING LOT, AND NOT
DRIVING ON THE HIGHWAY WITH MY CHILDREN. I
TRIED TO CRANK THE CAR AGAIN, AND IT STARTED,
RAN FOR A BRIEF MOMENT, SOUNDED NORMAL,
THEN DIED. I TRIED TWICE MORE WITH THE SAME
RESULT, THEN CALLED A TOW TRUCK TO GET HOME.
WE CALLED THE DEALERSHIP THE NEXT DAY TO
NOTIFY THEM OF THE ISSUE, AND THEY SENT OUT A

1 TOW TRUCK. WHEN THEY TRIED TO CRANK IT, IT
2 RAN ROUGH AND THEN DIED. WE ARE AWAITING
3 APPROVAL FROM CORPORATE KIA, AS WE BELIEVE
4 THAT THIS IS RELATED TO THE ENGINE RECALL
5 THEY HAVE ISSUED.

6 Vehicle: 2012 Kia Sorento
7 Date Complaint Filed: 07/03/2017
8 Date of Incident: 01/14/2017
9 Component(s): ENGINE
10 NHTSA ID Number: 11002875

SUMMARY:

11 TL* THE CONTACT OWNS A 2012 KIA SORENTO.
12 WHILE DRIVING 90 MPH, THE ENGINE FAILED
13 WITHOUT WARNING. THE CONTACT STATED THAT
14 THERE WAS A KNOCKING NOISE FROM INSIDE THE
15 ENGINE AND THE VEHICLE LOST POWER. IN
16 ADDITION, THE VEHICLE WOULD NOT SWITCH
17 GEARS AND DECREASED IN ACCELERATION UNTIL
18 THE CONTACT REACHED THE DEALER. CATHEDRAL
19 CITY KIA OF CATHEDRAL CITY, CALIFORNIA
20 REPLACED THE ENGINE IN THE VEHICLE. THE
21 MANUFACTURER WAS MADE AWARE OF THE ISSUE
22 AND STATED THAT THE FAILURE WAS INCLUDED IN
23 AN UNKNOWN RECALL; HOWEVER, THE CONTACT'S
24 VIN WAS NOT INCLUDED. THE FAILURE MILEAGE
25 WAS 97,000.

26 Vehicle: 2012 Kia Sorento
27 Date Complaint Filed: 06/27/2017
28 Date of Incident: 06/22/2017
Component(s): ENGINE
NHTSA ID Number: 11001807

SUMMARY:

MY ENGINE SEIZED WHILE DRIVING ON TO RAMP TO
HIGHWAY. MY CAR CUT OFF AND WAS
UNRESPONSIVE. I FORCED THE CAR TO THE SIDE OF

1 THE ON-RAMP DURING RUSH HOUR TRAFFIC. AT THIS
2 TIME, I HAD TO HAVE MY VEHICLE TOWED. THERE IS
3 A RECALL ON THE 2012 KIA SORENTO ENGINE FOR IT
4 STALLING WHILE DRIVING. I CALLED KIA
5 CORPORATE FOR ASSISTANCE WITH THIS MATTER
6 AND THEY ARE GIVING US THE RUN-AROUND. I HAVE
7 HAD THE VEHICLE BORE SCOPED, PROVING SEIZING
8 OF THE ENGINE. IN ADDITION, I AM A LICENCES AIR-
FRAME AND POWER-PLANT MECHANIC SO I KNOW
MY WAY AROUND A CAR. THIS WAS VERY
DANGEROUS AND UNEXPECTED SITUATION TO BE IN.

9
10 Vehicle: 2012 Kia Sorento
11 Date Complaint Filed: 07/27/2017
12 Date of Incident: 06/23/2017
13 Component(s): ENGINE
NHTSA ID Number: 11001733

14 **SUMMARY:**

15 MY VEHICLE IS AT 117K MILES. IT USES APPROX 6
16 QTS OF OIL/3000 MILES.I CANNOT GET UP TO SPEED
17 ON THE HIGHWAY AS IT WILL NOT AUTO SHIFT
18 DOWN WITH ANY ACCELERATION RPMS RUN AND
19 STAY AT 6,000 WHEN TRYING TO GET TO 70MPH - IT IS
20 INCLUDED IN SC147 RECALL, HOWEVER THE
21 DEALERSHIP IS STATING IT PASSED THE RECALL
TEST AND IT'S THE TRANSMISSION NOT THE ENGINE.
TRANSMISSION DOES NOT BURN OIL AT 6 QTS/3000
MILES

22
23 Vehicle: 2012 Kia Sorento
24 Date Complaint Filed: 06/23/2017
25 Date of Incident: 06/14/2017
26 Component(s): ENGINE
NHTSA ID Number: 11000841

27 **SUMMARY:**

28 TL* THE CONTACT OWNS A 2012 KIA SORENTO.
WHILE DRIVING ON THE HIGHWAY, THE MOTOR

1 SEIZED. THE VEHICLE WAS UNABLE TO BE DRIVEN
2 AND WAS TOWED TO AN INDEPENDENT REPAIR SHOP
3 WHO INDICATED THAT THE VEHICLE NEEDED TO BE
4 SERVICED BY AN AUTHORIZED DEALER. THE
5 CONTACT WAS INCLUDED IN NHTSA CAMPAIGN
6 NUMBERS: 17V224000 (ENGINE AND ENGINE
7 COOLING) AND 15V626000 (POWER TRAIN), BUT THE
8 CONTACT WAS UNABLE TO RECEIVE THE REMEDY
9 AND PARTS FOR THE RECALL REPAIR. THE VEHICLE
10 WAS TOWED TO MEDVED KIA (11201 W INTERSTATE
11 70 FRONTAGE RD N, WHEAT RIDGE, CO 80033, (303)
12 421-0100). THE CONTACT WAS WAITING ON A
13 RESPONSE FROM THE MANUFACTURER TO PROVIDE
14 A REMEDY FOR THE TWO RECALL REPAIRS. THE
15 MANUFACTURER STATED THAT THEY WOULD
16 RESPOND, BUT THE CONTACT HAD NOT RECEIVED
17 THE REPAIRS SINCE JUNE OF 2016. THE
18 APPROXIMATE FAILURE MILEAGE WAS 104,000.
19 PARTS DISTRIBUTION DISCONNECT.

20 Vehicle: 2012 Kia Sorento
21 Date Complaint Filed: 06/19/2017
22 Date of Incident: 03/31/2017
23 Component(s): ENGINE
24 NHTSA ID Number: 10995819

25 **SUMMARY:**

26 TL* THE CONTACT OWNS A 2012 KIA SORENTO. THE
27 CONTACT STATED THAT THE ENGINE MADE AN
28 ABNORMAL NOISE AND STALLED SEVERAL TIMES
WITHOUT WARNING. THE VEHICLE WAS UNABLE TO
BE DRIVEN AND WAS TOWED TO THE DEALER
(MORITZ KIA FORT WORTH 501 WEST FWY, FORT
WORTH, TX 76116 (817) 560-6000). IT WAS DIAGNOSED
THAT THE ENGINE ASSEMBLY NEEDED TO BE
REPLACED. THE DEALER INDICATED THAT THEY
WERE UNCERTAIN OF WHEN THE PART WOULD BE
PRODUCED. THE CONTACT WAS PROVIDED WITH A
LOANER VEHICLE, BUT WAS UNABLE TO DETERMINE
A REASONABLE TIME FRAME FOR WHEN THE

1 VEHICLE WOULD BE REPAIRED. THE
2 MANUFACTURER WAS NOTIFIED OF THE FAILURE.
3 THE APPROXIMATE FAILURE MILEAGE WAS 78,000.
4 UPDATED 08/30/17*LJ

5 Vehicle: 2012 Kia Sorento
6 Date Complaint Filed: 06/16/2017
7 Date of Incident: 05/01/2017
8 Component(s): ENGINE
9 NHTSA ID Number: 10995476

SUMMARY:

10 TL* THE CONTACT OWNS A 2012 KIA SORENTO.
11 WHILE OPERATING THE VEHICLE, A LOUD TICKING
12 NOISE WAS PRESENT COMING FROM THE ENGINE
13 AND THE VEHICLE SUDDENLY SHUT OFF. THE
14 VEHICLE WAS TOWED TO SOUTHWEST KIA OF
15 ROUND ROCK, TEXAS WHERE IT WAS DIAGNOSED
16 THAT THE ENGINE WAS FAULTY AND NEEDED TO BE
17 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE
18 MANUFACTURER WAS NOTIFIED OF THE FAILURE.
19 THE FAILURE MILEAGE WAS 103,000.

20 Vehicle: 2012 Kia Sorento
21 Date Complaint Filed: 06/12/2017
22 Date of Incident: 05/06/2017
23 Component(s): ENGINE
24 NHTSA ID Number: 10994530

SUMMARY:

25 ON TUESDAY MAY 16TH, 2017 AT ABOUT 10:30 PM I
26 WAS DRIVING DOWN THE HIGHWAY IN MY KIA ALL
27 OF A SUDDEN LOST POWER. THERE WAS NO
28 INDICATION THAT A PROBLEM EXISTED. I WAS
DRIVING EAST ON THE INTERSTATE AT ABOUT 70
MPH BUT I WAS ABLE TO MANEUVER TO THE SIDE OF
THE ROAD AFTER THE LOSS OF POWER AND
AVERTED BEING HIT FROM BEHIND FROM A SEMI. I
HAD 5 OTHER OCCUPANTS IN THE CAR AS WE WERE

1 COMING HOME FROM A BALL GAME. A GOOD
2 SAMARITAN HAPPENED ALONG AND TOOK THE
3 OCCUPANTS TO A WAFFLE HOUSE WHILE I WAITED
4 WITH MY WIFE FOR A TOW TRUCK. WE TOOK THE
5 CAR TO MY MECHANIC WHO INFORMED ME THAT
6 THE ENGINE HAD SEIZED. HE NOTICED THAT THERE
7 WERE BITS OF METALLIC IN THE OIL AND SAID IT
8 WOULD BE BEST TO HAVE IT REPLACED. WE HAD
9 STARTED INVESTIGATING THE COST OF A USED
10 ENGINE WHEN I READ ABOUT A CLASS ACTION SUIT
11 INVOLVING KIA AND OWNERS OF CARS WITH A 2.4
12 GDI ENGINE. THEIR COMPLAINTS PARALLELED
13 WHAT I HAD JUST WITNESSED. THE RECALL NUMBER
14 FOR THIS IS NHTSA 17V-224.

12 Vehicle: 2012 Kia Sorento
13 Date Complaint Filed: 06/01/2017
14 Date of Incident: 05/19/2017
15 Component(s): ENGINE
16 NHTSA ID Number: 10992669

17 **SUMMARY:**

18 TL* THE CONTACT OWNS A 2012 KIA SORENTO.
19 WHILE DRIVING 45 MPH, THE CRANK CASE BEARING
20 IN THE ENGINE DISINTEGRATED AND RUINED THE
21 MOTOR. THE VEHICLE WAS TOWED TO OXONDALE
22 KIA IN FLAGSTAFF ARIZONA WHERE IT WAS
23 DIAGNOSED THAT METAL FRAGMENTS ENTERED
24 INTO THE ENGINE OIL DEPOSIT, WHICH CAUSED
25 FURTHER DAMAGE TO THE VEHICLE. THE SERVICE
26 MANAGER AT THE DEALER STATED THAT THERE
27 WAS A RECALL FOR THE FAILURE, BUT THE
28 CONTACT'S VIN WAS NOT INCLUDED. THE
MANUFACTURER WAS MADE AWARE OF THE
FAILURE. THE RECALL DETAILS WERE NOT
PROVIDED. THE FAILURE MILEAGE WAS
APPROXIMATELY 81,000.

Vehicle: 2012 Kia Sorento
Date Complaint Filed: 03/31/2017
Date of Incident: 03/30/2017
Component(s): ENGINE
NHTSA ID Number: 10992492

SUMMARY:

5/30/2017 I WAS DRIVING AND I WAS MERGING ONTO THE FREEWAY SO I GAVE MY CAR ABOUT HALF THROTTLE AND AS SOON AS THE CAR STARTED TO ACCELERATE THE ENGINE STOPPED ACCELERATING WHILE MY FOOT WAS STILL ON THE GAS AND ALL OF THE LIGHT WENT ON ON MY DASHBOARD AND THE ENGINE COMPLETELY SHUT OFF. THE RPM'S DROPPED COMPLETELY BUT EVERYTHING ELSE STAYED ON, LIGHTS,STEERING,BRAKES,INTERIOR ELECTRONICS, EVERYTHING BUT THE ENGINE ITSELF REMAINED ON. I WENT TO START THE CAR AFTER I CAME TO A COMPLETE STOP AND IT MAKE SOME WEIRD TICKING NOISES BEFORE IT ACTUALLY TURNED ON AND IT IDLED, BUT AS SOON AS I GAVE IT SOME GAS THE ENGINE SHUT OFF.

DEALER SAID ENGINE WAS SEIZED AND THERE WAS SLUDGE IN THE OIL, DID NOT PHYSICALLY SEE THIS MY SELF

Vehicle: 2012 Kia Sorento
Date Complaint Filed: 05/24/2017
Date of Incident: 05/15/2017
Component(s): ENGINE
NHTSA ID Number: 10991363

SUMMARY:

TL* THE CONTACT OWNS A 2012 KIA SORENTO. THE CONTACT STATED THAT WHILE DRIVING AT APPROXIMATELY 60 MPH, ALL THE WARNING INDICATORS ILLUMINATED AND THE VEHICLE LOST ACCELERATION POWER. THE CONTACT COASTED TO THE SIDE OF THE ROAD. THE VEHICLE WAS TOWED TO THE RESIDENCE. THE FOLLOWING DAY THE

1 VEHICLE WAS TOWED TO THE DEALER WHERE IT
2 WAS DIAGNOSED THAT THE ENGINE NEEDED TO BE
3 REPLACED. THE VEHICLE WAS NOT REPAIRED. THE
4 MANUFACTURER WAS NOTIFIED OF THE FAILURE.
5 THE APPROXIMATE FAILURE MILEAGE WAS 82,000.

6 Vehicle: 2012 Kia Sorento
7 Date Complaint Filed: 05/16/2017
8 Date of Incident: 03/16/2017
9 Component(s): ENGINE
10 NHTSA ID Number: 10985936

SUMMARY:

11 I HAVE CONTACTED THE KIA DEALERSHIP THREE
12 TIMES ABOUT THIS CAR BURNING OIL. THEY TOLD
13 ME THIS IS NORMAL FOR A VEHICLE THAT HAS 90,000
14 MILES ON IT. ONE TIME I HAD TO PUT 2 QUARTS OF
15 OIL IN IT AND THEN AFTER DRIVING 400 MILES I HAD
16 TO PUT ANOTHER 1 QUART OF OIL IN IT. I
17 UNDERSTAND THEY COULD BE A PROBLEM WITH
18 THE 2.4 ENGINE IN THIS VEHICLE. ALL I AM ASKING
19 IS FOR THEM TO DO A COMBUSTION TEST ON THE
20 ENGINE WHILE IT IS STILL UNDER WARRANTY.

21 Vehicle: 2012 Kia Sorento
22 Date Complaint Filed: 05/08/2017
23 Date of Incident: 05/01/2017
24 Component(s):
25 NHTSA ID Number: 10984187

SUMMARY:

26 TL* THE CONTACT OWNS A 2012 KIA SORENTO. THE
27 CONTACT STATED THAT THERE WAS A SUDDEN LOSS
28 OF POWER WHEN APPLYING THE ACCELERATOR
PEDAL. THE DRIVER NOTICED THAT SMOKE WAS
EMITTING UNDER THE HOOD OF THE VEHICLE, THE
CHECK ENGINE WARNING LIGHT ILLUMINATED AND
A FIRE ERUPTED UNDER THE HOOD. A PASSERBY
STAYED WITH THE DRIVER UNTIL A STATE TROOPER

1 WAS PRESENT AS THE VEHICLE WAS ON FIRE AND
2 THE FLAMES WENT OUT OVER TIME. THE DRIVER
3 WAS ABLE TO EXIT THE VEHICLE. THE VEHICLE WAS
4 TOWED TO A MECHANIC YARD. THE VEHICLE WAS
5 NOT INCLUDED IN NHTSA CAMPAIGN NUMBER:
6 17V224000 (ENGINE AND ENGINE COOLING). THE
7 CONTACT WAS WAITING TO DETERMINE A RESPONSE
8 FROM THE MANUFACTURER TO DIAGNOSE HOW THE
9 FAILURE OCCURRED. THE APPROXIMATE FAILURE
10 MILEAGE WAS 103,000. ..UPDATED 06/27/17 *BF

9 Vehicle: 2012 Kia Sorento
10 Date Complaint Filed: 04/27/2017
11 Date of Incident: 04/01/2017
12 Component(s): ENGINE
13 NHTSA ID Number: 10981104

14 **SUMMARY:**

15 CAR NEVER GAVE A WARNING THAT ANYTHING WAS
16 WRONG, TOOK IT TO GET REGULAR OIL CHANGES AS
17 NEEDED AND SUDDENLY IN TRAFFIC WHILE MOVING
18 FORWARD, THE CAR BEGAN BUCKING AND JUMPING,
19 THE NOISE SOUNDED LIKE A CLUCK. I THOUGHT
20 SOMETHING HAD FALLEN OFF AS THE CAR WAS
21 ORIGINALLY DRIVING SMOOTHLY. I HAD IT TOWED
22 TO KIA AND IT WAS SAID THE ENGINE WAS NO
23 GOOD. NO WARNING LIGHTS OR ENGINE LIGHTS
24 EVER CAME ON TO FOREWARN OF ANY ISSUES EVER
25 WITH THE CAR.

23 Vehicle: 2012 Kia Sorento
24 Date Complaint Filed: 04/19/2017
25 Date of Incident: 04/17/2017
26 Component(s): ENGINE
27 NHTSA ID Number: 10979270

28 **SUMMARY:**

BOUGHT MY SORENTO BRAND NEW. HAVE HAD FOR
5 YEARS AND HAVE 1 YEAR LEFT ON LOAN. I HAVE

1 RECORDS OF TAKING VEHICLE TO DEALERSHIP AND
2 HAD SEVERAL COMPLAINTS OF HEARING RATTLE
3 LIKE A PAINT CAN.. YET THEY BLEW ME OFF. GAVE
4 ME POOR EXCUSES FOR REASONING AND STATED
5 THIS WAS NORMAL SOUND.. I FELT THAT THERE WAS
6 AN ISSUE YET BELIEVED THE TECHNICIAN OVER MY
7 CONCERNS.. NOISES CONT FOR COUPLE YEARS YET
8 NOTHING GOT WORSE. THEN SHE. I WAS AT 128 K
9 MILES KIA SENDS OUT THE EXTENDED WARRANTY
10 LETTER AND I TOOK MY VEHICLE TO ANOTHER
11 DEALER TO GET AN UNDERSTANDING THAT THIS
12 ISN'T A NORMAL SOUND AND THAT THERE WAS
13 SOMETHING SERIOUSLY WRONG YET THEY
14 BELIEVED A ENGINE FLUSH WOULD GET RID OF
15 CARBON BUILD UP AND ALL WOULD BE GOOD..
16 AFTER PAYING OUT OF POCKET FOR THIS NOTHING
17 CHANGED AND I GOT LITTLE TO NO ASSISTANCE W
18 THE NEW DEALER I TRAILED. I DON'T TO DRIVE THE
19 VEHICLE BC I HAD NO OPTIONS. NO MONEY LEFT TO
20 FIX MY CAR IN WHICH CAST ME MONTHLY...
21 REPAIRED ALL THINGS NEEDED BY THE KIA BOOK
22 AND AS REQUIRED BY SERVICING W FUEL
23 ADDITIVES AS RECOMMENDED YET NOW I HAVE A
24 COMPLETE BLOWN ENGINE. STILL OWE AND NOW
25 FIGHTING TO GET KIA TO HELP ME. THE RECALL
26 LETTER ISN'T OUT YET THERE IS EXPECTED A
27 RECALL.. I NOW HAVE 141K MILES AND NEED HELP..
28 I'M LUCKY THAT WE WERE NOT HURT.. OUR ENGINE
BLEW IN THE MOUNTAINS.. TOOK ME AAA.. 150
BUCKS AND 6HRS TO GET HOME W FRIENDS
ASSISTANCE..

Vehicle: 2012 Kia Sorento
Date Complaint Filed: 04/07/2017
Date of Incident: 08/07/2014
Component(s): ENGINE
NHTSA ID Number: 10971238

SUMMARY:

I USED MOBILE ONE 5W30, I USED KIA OIL FILTERS (2

1 GENERIC), I HAD 44,516K MILES ON IT ON AUGUST 7,
2 2014. I DID 8 OIL CHANGES. MY CAR WAS RUNNING
3 PERFECTLY FINE. NO WHITE OR BLACK SMOKE, NO
4 DASHBOARD LIGHTS, NOT SLUGGISH, NOTHING AND
5 THE ENGINE SEIZED WITHOUT WARNING. I WAS ON
6 THE HIGHWAY DOING ABOUT 65 WHEN I HEARD A
7 FLUTTERING NOISE THAT VERY QUICKLY TURNED
8 INTO A KNOCKING NOISE. I COULD BARELY PULL
9 OVER WITHOUT ALMOST GETTING HIT TWICE. I HAD
10 IT TOWED TO THE DEALERSHIP AND THEY SAID I
11 NEVER DID ANY OIL CHANGES AND THERE WAS
12 APPROXIMATELY 20K MILES WORTH OF SLUDGE IN
13 MY ENGINE. MY OIL WAS CHANGED AROUND MARCH
14 7, 2014. KIA MOTORS DOWN RIGHT REFUSED TO EVEN
15 LOL AT IT. I HIRED AN ATTORNEY WHO WROTE A
16 DEMAND LETTER AND 4 MONTHS LATER THEY
17 DOWN RIGHT REFUSED TO FIX IT UNDER THE
18 WARRANTY. MY CAR SAT IN MY DRIVEWAY FOR
19 OVER 15 MONTHS. I REPORTED THIS TO NHTSA BACK
20 IN LATE 2012 EARLY 2013. I WROTE A LETTER TO THE
21 OWNER OF THE DEALERSHIP AND SHE PUT A USED
22 ENGINE IN IT AND PAID FOR HALF. NEEDLESS TO SAY
23 I'M HAPPY I HAVE MY CAR BACK BUT I DON'T TRUST
24 IT. I HAVE THE TOP OF THE LINE SX AWD AND I ALSO
25 ADDED THE AMBIENT LIGHTING AND TINTED THE
26 FRONT WINDOWS. I LOVE MY CAR BUT FEEL I
27 SHOULD BE COMPENSATED FOR THE SHEAR HELL
28 AND HUGE FINANCIAL BURDEN IT HAS CAUSED MY
FAMILY. I'VE HAD IT BACK SINCE NOVEMBER 12, 2016
AND THE FINANCIAL BURDEN IS STILL HAUNTING
MY FAMILY.

Vehicle: 2012 Kia Sorento
Date Complaint Filed: 03/03/2017
Date of Incident: 02/24/2017
Component(s): ENGINE
NHTSA ID Number: 10958352

SUMMARY:

COMPLETE ENGINE FAILURE. WHILE PASSING A

1 LARGE TRUCK ON A NARROW TWO LANE HIGHWAY
2 THE ENGINE COMPLETELY SHUT DOWN MIDWAY
3 THROUGH THE PASS. MOMENTUM ALLOWED THE
4 CAR TO COMPLETE THE PASS, BUT DUE TO THE
5 SPEED AND WITHOUT POWER STEERING IT WAS
6 VERY DIFFICULT TO MANEUVER. FORTUNATELY I
7 WAS FAMILIAR WITH THE ROAD AND ABLE TO MAKE
8 IT SAFELY TO A PULL OFF. MY LOCAL REPAIR
9 GARAGE DETERMINED THE ENGINE IS SEIZED, WITH
10 METAL FRAGMENTS IN THE OIL. HAVE MADE
11 MULTIPLE ATTEMPTS TO CONTACT THE DEALER
12 WHERE THE CAR WAS PURCHASED. TO DATE, NO
13 RESPONSE. CAR IS CURRENTLY NOT DRIVABLE.

14 Vehicle: 2012 Kia Sorento
15 Date Complaint Filed: 03/02/2017
16 Date of Incident: 03/02/2017
17 Component(s): ENGINE
18 NHTSA ID Number: 10958256

19 **SUMMARY:**

20 VEHICLE WAS ON THE HIGHWAY AT
21 APPROXIMATELY 55 MPH, READY TO GET OFF OFF
22 RAMP WHEN VEHICLE STARTED RUNNING ROUGH
23 AND TURNED OFF, ON 2-28-17 IN THE MORNING. WE
24 TOWED IT TO THE KIA SERVICE. THEY DIAGNOSED
25 SLUDGE IN THE ENGINE AND THAT IT HAS TO BE
26 REPLACED. THE VEHICLE ONLY HAS 84K MILES AND
27 THE OIL CHANGES HAVE BEEN DONE EVERY 3 TO 4 K.
28 THEY REQUESTED ALL THE OIL SERVICE RECORDS.

Vehicle: 2012 Kia Sorento
Date Complaint Filed: 02/18/2017
Date of Incident: 06/04/2016
Component(s): ENGINE
NHTSA ID Number: 10955428

SUMMARY:

ENGINE FAILURE ENGINE STOPPED IN MIDDLE OF

HIGHWAY TRAVELING AT 55 MPH STRAIGHT
HIGHWAYPUT FAMILY IN DANGER 2016 JUNE OIL
LEAKING ALL OVER GROUND AND ELECTRICAL
FAILURE PUSHED CAR TO SIDE OF HIGHWAY .140000
MILE PAST WARRANTY KIA REFUSE TO FIX.

Vehicle: 2012 Kia Sorento
Date Complaint Filed: 01/06/2017
Date of Incident: 12/30/2016
Component(s): ENGINE
NHTSA ID Number: 10940101

SUMMARY:

I NOTICED THAT UPON STARTING , MY KIA LET OUT
BLUE SMOKE. I SAW NO WARNING LIGHTS, NO OIL
ON THE GROUND, NO INDICATION OF A SERIOUS
PROBLEM OTHER THAN THE SMOKE.

I HAVE A LITTLE OVER 95,000 MILES ON THE CAR
AND A 100,000 MILE WARRANTY

I MADE AN APPOINTMENT TO SERVICE THE CAR AND
HAVE IT LOOKED AT. EVERYTHING WAS RUNNING
FINE AND DRIVING FINE.

THREE DAYS LATER, THE CHECK ENGINE LIGHT
CAME ON. NO OTHER INDICATORS WERE PRESENT. I
DROVE THE CAR A SHORT DISTANCE AND IT SEIZED
UP WHILE I WAS TRAVELING AT ABOUT 45 MPH.

I CHANGED THE OIL ON A REGULAR BASIS & DID THE
NORMAL SERVICE WORK.

THE CAR WAS TOWED TO THE DEALER. THE DEALER
INSPECTED THE CAR AND SAID IT NEEDED A NEW
ENGINE AND REAR END. THE REAR END WOULD BE
COVERED UNDER WARRANTY BUT THE ENGINE
WOULD NOT. I DID NOT HAVE MY RECEIPTS FOR OIL
CHANGES.

1 I AM TRYING TO GET KIA TO HONOR THE
2 WARRANTY. THEY WILL COVER THE REAR END BUT
3 NOT THE ENGINE AT THIS POINT. *TR

4 Vehicle: 2012 Kia Sorento
5 Date Complaint Filed: 12/09/2016
6 Date of Incident: 12/08/2016
7 Component(s): ENGINE
8 NHTSA ID Number: 10934130

SUMMARY:

9 CATASTROPHIC ENGINE FAILURE, STATIONARY,
10 ENGINE SEIZED UP AFTER OWNING IT FOR 10
11 MONTHS. 104,000 MILES, OIL CHANGES REGULAR,
12 METAL SHAVINGS IN OIL, NO OIL LIGHTS OR ENGINE
LIGHTS ON. *TR

13
14 Vehicle: 2012 Kia Sorento
15 Date Complaint Filed: 10/12/2016
16 Date of Incident: 10/9/2016
17 Component(s): ENGINE
18 NHTSA ID Number: 10915477

SUMMARY:

19 10/09/2016 DRIVING HOME FROM BEING EVACUATED
20 BECAUSE OF HURRICANE MATTHEW, WITH MY
21 DAUGHTER, SON-IN-LAW AND GRANDBABY. WHILE
22 GOING DOWN THE HWY 65 MILES PER HOUR, WE
23 HEARD A LOUD NOISE, I FELT A THUMP UNDER MY
24 FOOT ON THE PASSENGER SIDE. WE LATER LEARNED
25 IT WAS THE ROD THAT WENT THROUGH THE ENGINE.
26 THANK GOD MY HUSBAND COSTED THE CAR OVER
TO THE SIDE, IT WOULD NOT START. WE CALLED FOR
HELP FROM A FRIEND THEY PICKED US UP. TOWED
THE CAR TO KIA DEALERSHIP IN MYRTLE BEACH.

27 WE HAVE JUST LEARNED THEY ARE NOT GOING TO
28 PAY FOR A NEW MOTOR. THEY HAVE DETERMINED IT

1 WAS NOT THEIR FAULT!! HOW IS THIS POSSIBLE??
2 WITH ALL THESE COMPLAINTS. WHY IS THERE NOT A
3 CLASS ACTION LAW SUITE?

4 Vehicle: 2012 Kia Sorento
5 Date Complaint Filed: 09/22/2016
6 Date of Incident: 09/22/2016
7 Component(s): ENGINE
8 NHTSA ID Number: 10908736

SUMMARY:

9 TL* THE CONTACT OWNS A 2012 KIA SORENTO.
10 WHILE DRIVING VARIOUS SPEEDS, AN ABNORMAL
11 SOUND WAS HEARD COMING FROM THE BOTTOM OF
12 THE VEHICLE. THE VEHICLE STALLED WITHOUT
13 WARNING. THE CONTACT PULLED OVER TO THE
14 SHOULDER, BUT THE VEHICLE FAILED TO RESTART.
15 THE VEHICLE WAS TOWED TO THE DEALER WHERE
16 IT WAS DIAGNOSED THAT THERE WAS A HOLE IN
17 THE ENGINE BLOCK, THE RODS CAME APART, AND
18 THERE WAS NO OIL IN THE VEHICLE. THE DEALER
19 STATED THAT THE ENGINE BLOCK WOULD HAVE TO
20 BE REPLACED. THE VEHICLE WAS NOT REPAIRED.
21 THE MANUFACTURER WAS NOTIFIED OF THE
22 FAILURE. THE APPROXIMATE FAILURE MILEAGE
23 WAS 14,000.

21 Vehicle: 2012 Kia Sorento
22 Date Complaint Filed: 09/22/2016
23 Date of Incident: 09/02/2016
24 Component(s): ENGINE
25 NHTSA ID Number: 10908752

SUMMARY:

26 TL* THE CONTACT OWNS A 2012 KIA SORENTO.
27 WHILE DRIVING 80 MPH, THE VEHICLE
28 DECELERATED AND STALLED WITHOUT WARNING.
THE VEHICLE WAS TOWED TO THE DEALER WHERE
IT WAS DIAGNOSED THAT A ROD WENT THROUGH

1 THE ENGINE BLOCK. THE VEHICLE WAS NOT
2 REPAIRED. THE MANUFACTURER WAS MADE AWARE
3 OF THE FAILURE. THE FAILURE MILEAGE WAS
4 144,000.

5 Vehicle: 2012 Kia Sorento
6 Date Complaint Filed: 08/12/2016
7 Date of Incident: 08/07/2016
8 Component(s): ENGINE
9 NHTSA ID Number: 10895275

SUMMARY:

10 WHILE DRIVING 70MPH ON THE HIGHWAY THE
11 ENGINE SHUT DOWN NO WARNING LIGHTS, NO
12 CHECK ENGINE LIGHTS, NO WARNING WHAT SO
13 EVER. WE HAD A NEAR MISS WITH THE PERSON
14 BEHIND US BUT WERE ABLE TO GET TO THE SIDE OF
15 THE ROAD WITHOUT INCIDENT. THE VEHICLE
16 WOULD NOT START. AFTER WAITING 15 MINUTES I
17 WAS ABLE TO GET THE VEHICLE TO START, IT NOW
18 HAS A LOUD CLANK COMING FROM THE ENGINE AND
19 STILL NO POWER. WE WERE STRANDED UNABLE TO
20 DRIVE IT. WE HAD IT TOWED TO THE DEALERSHIP.
21 THE SERVICE DEPARTMENT LOOKED AT IT AND
22 FOUND METAL SHAVINGS IN THE MOTOR, SAID HE
23 HAS HAD TO FIX MANY OF THESE ISSUES ON THIS
24 PARTICULAR MOTOR, GDI 2.4 L AND THAT IT IS A
25 MANUFACTURING ISSUE NOTHING WE DID. THE
26 CAUSE WAS FROM METAL SHAVINGS BLOCKING OIL
27 PASSAGE TO THE RODS AND THE ROD BEARINGS
28 WENT OUT CAUSING A CATASTROPHIC ENGINE
FAILURE WITHOUT WARNING.

25 Vehicle: 2012 Kia Sorento
26 Date Complaint Filed: 08/06/2016
27 Date of Incident: 08/02/2016
28 Component(s): ENGINE
NHTSA ID Number: 10893682

SUMMARY:

THE CAR WOULD LOSE POWER WHILE DRIVING THEN ACCELERATE TO SPEED. THIS WAS FOLLOWED BY SMOKE FROM THE TAIL PIPE. I HAVE RETURNED TO THE YONKERS KIA DEALERSHIP ON CENTRAL PARK AVENUE IN YONKERS NY ON AUGUST 5TH, 2016 TO LOOK INTO A PROBLEM. A DIAGNOSTIC WAS DONE AND IT WAS DETERMINED THE ENGINE WAS RUINED DO TO SLUG BUILD UP. I WAS TOLD THAT A REPLACEMENT WOULD COAST ABOUT \$10,000. ODD FOR ME BECAUSE MY WIFE AND I TOOK THE CAR IN FOR REGULAR OIL CHANGES AND NO INDICATION OF ENGINE ISSUES DISPLAYED ON THE DASHBOARD.

AFTER SPEAKING TO A SERVICE REPRESENTATIVE HE STATED THAT I WOULD HAVE TO SUPPORT PROOF OF MAINTENANCE ON MY CAR WHICH WOULD ALLOW MY REPAIRS DONE UNDER OUR WARRANTY. I BECAME EXTREMELY DISILLUSIONED AFTER BRINGING THE CAR INTO KIA DUE TO AN ISSUE THAT CAN BE TIED TO THE MANUFACTURER. WE WERE DENIED SERVICE UNDER THE WARRANTY WHICH WE ARE STILL UNDER. OUR CAR IS FAIRLY NEW WITH LESS THAN 25K MILES. WE CARRIED OUT ALL OF THE STEPS THUS FAR INCLUDING TAKING CARE OF OUR INVESTMENT, PROVING OUR CAR HAS BEEN TAKEN CARE OFF INCLUDING KEEPING METICULOUS ANNOTATIONS (KEPT IN THE LOG PROVIDED BY KIA) AND RECEIPTS TO DATE. THIS IS ANOTHER EXAMPLE OF BIG COMPANIES LOOKING FOR LOOPHOLES AND USING TACTICS TO SWINDLE PEOPLE OF THEIR HARD EARNED PAYCHECKS.

HOWEVER, KIA DOES NOT WANT TO HONOR US. OUR PAPERWORK/LOG/RECEIPTS ARE BEING TAKEN APART WITH PREJUDICE IN ORDER TO NOT PROVIDE SERVICES AND RECTIFY THIS ISSUE THAT IS PROVEN TO BE A DEFECT.

WE ARE CONCLUDING THAT BASED ON THE POOR

HANDLING OF OUR CASE AND MANY OTHERS LIKE OURS, KIA AND ITS AFFILIATES /DEALERS AND CORPORATE, ARE NOT ABOUT SAFETY AND CUSTOMER SATISFACTION. ALL WE ASK IS THAT KIA HONORS ITS WARRANTY RATHER THAN FINAGLE USE ON THE FABRICATED NOTION THAT WE ARE AT FAULT RATHER THAN POOR ENGINEERING.

Vehicle: 2012 Kia Sorento
Date Complaint Filed: 07/29/2016
Date of Incident: 07/05/2016
Component(s): ENGINE
NHTSA ID Number: 10891685

SUMMARY:

TL* THE CONTACT OWNS A 2012 KIA SORENTO. WHILE DRIVING 70 MPH, THE VEHICLE RANDOMLY STALLED WITHOUT WARNING. THE VEHICLE WAS UNABLE TO BE DRIVEN DUE TO THE FAILURE AND WAS TOWED TO THE DEALER. THE DEALER INDICATED THAT THE ENGINE FRACTURED AND FRAGMENTS ENTERED INTO OTHER AREAS OF THE VEHICLE. THE DEALER REPLACED THE ENGINE ASSEMBLY. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND PROVIDED NO SOLUTION. THE VIN WAS NOT AVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 67,000. UPDATED 09/23/16*LJ

Vehicle: 2013 Kia Sorento
Date Complaint Filed: 10/05/2017
Date of Incident: 09/22/2017
Component(s): ENGINE
NHTSA ID Number: 11031971

SUMMARY:

KIA REPLACED MY ENGINE TWICE, DUE TO OIL CONSUMPTION. A MONTH AFTER THE FIRST ENGINE REPLACEMENT, I HAD THE SAME PROBLEMS.. SMOKE COMING OUT OF EXHAUST, LOSS OF POWER,

1 STALLING AND OIL CONSUMPTION. I WAS IN AND
2 OUT OF KIA'S SERVICE DEPARTMENT. THEY TOLD
3 ME NOTHING WAS WRONG! I MOVED FROM CO TO
4 NE, MY HUSBAND AND I HAD TO ADD OIL EVERY 100
5 MILES, WITH SMOKE COMING OUT OF EXHAUST AND
6 STALLING. LINCOLN NE KIA FOUND AN OIL LEAK AT
7 THE EXHAUST MANIFOLD RIGHT AWAY! KIA
8 INSTRUCTS THEN TO REPLACE MY ENGINE AGAIN!
9 ONCE THEY REPLACED ENGINE, THEY STILL SAW
10 THE LEAK AT THE EXHAUST MANIFOLD WITH
11 RESULTED IN MORE GUESSING AND PARTS. THE DAY
12 AFTER I PICKED IT UP, MY HUSBAND AND I WENT
13 OUT TO DINNER AND MY SORENTO DIED IN THE
14 MIDDLE OF THE ROAD. RIGHT AWAY CALLED AND
15 GOT IT BACK IN. AT FIRST THEY COULD NOT
16 DUPLICATE, HOWEVER AFTER TAKING IT 50 MILES, IT
17 DIED 3 TIMES. THEY STILL CAN'T FIND ANYTHING,
18 BUT FEEL IT MAY BE THE THROTTLE BODY. THEY
19 PUT A USED ONE ON AND HAVE ME DRIVE IT A FEW
20 WEEKS, IT DIDN'T DIE DURING THAT TIME, SO THEY
21 ORDERED A NEW ONE AND INSTALLED. A MONTH
22 LATER I DRIVE TO CO, I BREAK DOWN, IT'S TOWED
23 BACK AND KIA CAN'T FIND ANYTHING. I DRIVE IT
24 AND IT DIES 1/2 DOZEN MORE TIMES, EACH TIME I
25 TAKE IT RIGHT IN, BUT THE CODE HAS CLEARED AND
26 THEY CAN'T FIND ANYTHING! FINALLY, IT DOES AND
27 THE LIGHT STAYS ON, IT SHOWS IT'S THE MAP
28 SENSOR. KIA HAS A SPECIALIST COME OUT TO
INSTALL THAT AND INSPECT MY CAR. THEY SAY IT'S
FIXED AND SAFE. I DRIVE TO CO ON 9/22/17, 2
MONTHS LATER AND MY ENGINE CATCHES ON FIRE. I
LOSS MY BRAKES, CAN'T PUT IT IN PARK AND
EMERGENCY BRAKE WON'T WORK. FLAMES ARE
EVERYWHERE, SMOKE FILLING MY CAR. I JUMP OUT
OF MY BURNING, MOVING CAR AND SECONDS LATER
THE WHOLE THING ENGULFS IN FLAMES! MOST
HORRIFIC, AWFUL THING EVER! I WAS LUCKY
ENOUGH TO HAVE MINOR INJURIES. MY MENTAL
AND EMOTIONAL STATE ARE A MESS! KIA WON'T DO
ANYTHING!

Vehicle: 2013 Kia Sorento
Date Complaint Filed: 09/14/2017
Date of Incident: 06/26/2017
Component(s): ENGINE
NHTSA ID Number: 11023453

SUMMARY:

MILITARY STATIONED OVERSEAS WITH AN
UPCOMING MOVE TO THE USA (MOVED AUGUST
2017).ENGINE LIGHT ILLUMINATED ON JUNE 25 2017.
ENGINE KNOCK STARTED ON JUNE 26. TOWED TO
DEALERSHIP IN ENGLAND ON JULY 11. CAR WAS
RULED INOPERABLE WITH ENGINE FAILURE ON JULY
12. WE WERE FORCED TO LEAVE OUR CAR IN
ENGLAND DUE TO PARTS AVAILABILITY AND LACK
OF ASSISTANCE FROM KIA. WE STILL HAVE NOT
HEARD ABOUT PARTS AVAILABILITY NOR ARE WE IN
POSSESSION OF OUR CAR. NEARING 3 MONTHS
WITHOUT OUR VEHICLE HAS PUT US IN FINANCIAL
DISTRESS.

Vehicle: 2013 Kia Sorento
Date Complaint Filed: 07/2/2017
Date of Incident: 07/16/2017
Component(s): ENGINE
NHTSA ID Number: 11010999

SUMMARY:

CAR HAS 45K MILES. TOTAL LOSS DUE TO ENGINE
FIRE. OIL PAN FAILURE. CAUSE AND ORIGIN REPORT
PENDING

Vehicle: 2013 Kia Sorento
Date Complaint Filed: 07/11/2017
Date of Incident: 06/30/2017
Component(s): ENGINE
NHTSA ID Number: 11004374

SUMMARY:

MY HUSBAND AND I WERE DRIVING NORTH ON I-49 IN LOUISIANA WHEN OUR 2013 KIA SORENTO (APPROXIMATELY 86,000 MILES) BEGAN MAKING A CLICKING/KNOCKING NOISE UPON ACCELERATION, THE CHECK ENGINE LIGHT BEGAN BLINKING, AND THE ENGINE IMMEDIATELY SHUT DOWN. WE PULLED OVER TO THE SHOULDER, TURNED THE VEHICLE OFF, AND ATTEMPTED TO RESTART THE VEHICLE; HOWEVER, THE ENGINE FAILED TO RESTART. WE TURNED OUR EMERGENCY LIGHTS ON FOR CAUTIONARY PURPOSES, BUT AFTER APPROXIMATELY 30 MINUTES, THE LIGHTS COMPLETELY STOPPED WORKING. THERE WAS EVIDENCE OF OIL LEAKAGE UNDERNEATH THE VEHICLE, AS WELL AS OIL SPLATTER UNDERNEATH THE HOOD OF THE VEHICLE NEAR THE ENGINE AND OVER THE ENTIRE EXTERIOR OF THE VEHICLE, FROM THE FRONT HOOD TO THE BACK WINDOW. WE HAD THE VEHICLE TOWED TO THE NEAREST KIA DEALERSHIP AND WERE TOLD BY THE SERVICE DEPARTMENT THAT THE BEARINGS IN THE ENGINE HAD FAILED, WHICH RESULTED IN "CATASTROPHIC ENGINE FAILURE," AND THAT ENGINE WILL NEED TO BE REPLACED. WE WERE ALSO INFORMED THAT THE ENGINE IN OUR VEHICLE IS A 2.4-L MPI ENGINE, WHICH IS NOT PART OF THE CURRENT RECALL; HOWEVER, INDIVIDUALS AT THE DEALERSHIP AND WITH KIA CUSTOMER SERVICE CONFIRMED THAT THE PROBLEMS WE EXPERIENCED ARE THE EXACT SAME PROBLEMS THAT HAVE BEEN REPORTED WITH THE 2.4-L GDI ENGINES THAT ARE PART OF THIS RECALL. WE HAVE BEEN EXTREMELY DILIGENT WITH OIL CHANGES, AND HAD APPROXIMATELY 2000 MILES UNTIL OUR NEXT OIL CHANGE, WHICH WE CAN SUPPORT WITH DOCUMENTATION. KIA HAS DENIED OUR REQUEST FOR ASSISTANCE BECAUSE OUR VEHICLE IS NO LONGER UNDER WARRANTY.

Vehicle: 2013 Kia Sorento

1 Date Complaint Filed: 09/08/16

2 Date of Incident: 08/30/16

3 Component(s): ENGINE

4 NHTSA ID Number: 10904585

5 **SUMMARY:**

6 ON TUESDAY, AUGUST 30TH, 2016, MY HUSBAND WAS
7 DRIVING IN OUR 2013 KIA SORENTO WITH OUR TWO
8 TODDLERS WHEN THE CAR JUST STOPPED RUNNING
9 WITH NO WARNING WHATSOEVER. HE WAS GOING
10 APPROXIMATELY 45 MPH DRIVING STRAIGHT WHEN
11 THE FAILURE OCCURRED. WE LOST ALL POWER
12 INCLUDING POWER STEERING SO IT TOOK ALL HE
13 HAD TO COAST AND PULL OVER SAFELY. HE CALLED
14 KIA WHO GOT A TOW TRUCK EN ROUTE TO TOW THE
15 VEHICLE TO OUR DEALERSHIP. MY DAD HAD TO
16 COME BY TO PICK UP MY FRIGHTENED GIRLS WHILE
17 MY HUSBAND WAITED WITH THE VEHICLE (IT TOOK
18 TWO HOURS). WE HAVE NEVER HAD ANY MAJOR
19 ISSUES BEFORE WITH THIS VEHICLE AND
20 FAITHFULLY HAD IT MAINTAINED THROUGH THE
21 DEALERSHIP. THE NEXT DAY, THE SERVICE
22 DEPARTMENT GAVE US NEWS WE WERE NOT
23 EXPECTING; THE ENGINE WAS BLOWN AS WE BROKE
24 A CRANKSHAFT. THIS VEHICLE ONLY HAS 36,000
25 MILES ON IT!! LUCKILY THIS IS COVERED UNDER THE
26 WARRANTY SINCE THEY VERIFIED THAT IT WAS
27 PROPERLY MAINTAINED BY THEM. FAST FORWARD A
28 WEEK AND WE GET THE CALL TONIGHT THAT KIA
HAS YET TO RELEASE A NEW ENGINE TO BE
INSTALLED AND THEY HAVE NO TIME FRAME.

Vehicle: 2014 Kia Sorento

Date Complaint Filed: 08/21/2017

Date of Incident: 08/16/2017

Component(s): ENGINE

NHTSA ID Number: 11018645

SUMMARY:

1 MY CAR STARTING TO BEGIN TO SHOW LACK OF
2 POWER AT FIRST, WHICH I HAD MENTIONED IN
3 ADVANCE IN SERVICE APPOINTMENTS. TWO DAYS
4 BEFORE MY ONE YEAR OF OWNING IT, THE CAR
5 BEGAN TO STALL OUT WHEN I STOPPED FOR TRAFFIC
6 LIGHTS WITHIN THE SAME DAY A OIL LIGHT
7 WARNING FLASHED, AND THE CAR STARTED TO
8 HAVE A KNOCKING NOISE. I WENT AND ADDED TWO
9 QUARTS OF OIL. ONCE THE OIL LIGHT DISAPPEARED
10 BUT THE KNOCKING CONTINUED . I TOOK THE CAR
11 TO MY REGULAR KIA SERVICE PROVIDER THE SAME
12 DAY AND IN THE PROCESS OF GOING THERE THE
13 ENGINE LIGHT CAME ON. I WAS TOLD TO BRING IT IN
14 THE NEXT DAY, THE ATTENDANT TOLD ME THAT HE
15 COULD HEAR THE KNOCKING, WHICH SOUNDED
16 CONCERNING. I BROUGHT THE CAR BACK THE NEXT
17 DAY AS INSTRUCTED AND WAS TOLD THAT I
18 SHOULD BE ABLE TO PICK IT UP AT END OF DAY.
19 TIME PASSED BY AND IT WAS GETTING LATE
20 TOWARDS CLOSING, SO I CALLED THE SHOP. I WAS
21 TOLD THAT THE ENGINES HAD SEIZED AND THAT
22 THE OIL BAY WAS DRY. I HAVE NEVER SEEN
23 SOMETHING HAPPEN SO FAST. I HAD NO WARNING
24 OF ANY KIND OF OIL ISSUES UNTIL THE DAY BEFORE,
25 AND I HAD BEEN TAKING THE CAR IN FOR IT'S
26 REGULAR SERVICES. THE CAR WAS IN THE KIA
27 SERVICE SHOP, AND MOVED BY THEM. IT WAS
28 RUNNING WHEN I BROUGHT IT IN BUT I AM BEING
TOLD THAT THE ENGINE IS SHOT.

Vehicle: 2011 Kia Sportage
Date Complaint Filed: 02/13/2017
Date of Incident: 02/03/2017
Component(s): ENGINE
NHTSA ID Number: 10954281

SUMMARY:

2011 KIA SPORTAGE - ENGINE FAILED WITHOUT
WARNING WITH TWO TODDLERS IN CAR. LUCKILY
THIS HAPPENED AS I TURNED OFF A HIGHWAY AND

1 WAS ABLE TO STOP ON THE SHOULDER.
2 MANUFACTURER REFUSES TO FIX BECAUSE I DON'T
3 HAVE MAINTENANCE RECORD. I HAVE A FRIEND
4 WHO HAS BEEN CHANGING OIL/SERVICING CAR. I
5 HAVE LEARNED THAT MANY OWNERS OF THIS
6 YEAR/MODEL CAR HAVE SIMILAR EXPERIENCES. I
7 FEEL THE MANUFACTURER SHOULD DEAL WITH A
8 PROBLEM AS SEVERE AS THIS IMMEDIATELY!

8 Vehicle: 2011 Kia Sportage
9 Date Complaint Filed: 06/20/2016
10 Date of Incident: 06/15/2016
11 Component(s): ENGINE
12 NHTSA ID Number: 10875228

SUMMARY:

12 ENGINE SHUT DOWN IN THE HIGHWAY CAUSING
13 LOSS OF POWER STEERING/BRAKES. CAR HAS LESS
14 THAN 80K MILES, ALL OIL CHANGES PERFORMED PER
15 SPEC RECENTLY ADTER SWITCHING TO FULL
16 SYNTHETIC OIL CHANGED EVERY 5000 MILES.
17 ENGINE SEIZED. VERY SIMILAR TO HYUNDAI RECALL
18 ISSUED 9/25/2015. SAME ENGINE MANUFACTURED IN
19 THE SAME PLANT WITH A DIFFERENT NAME BADGE.

19 Vehicle: 2011 Kia Sportage
20 Date Complaint Filed: 10/01/2014
21 Date of Incident: 08/30/2014
22 Component(s): ENGINE
23 NHTSA ID Number: 10640483

SUMMARY:

24 SECOND CATASTROPHIC FAILURE OF 2.0 LITER
25 TURBOCHARGED ENGINE IN LESS THAN 30,000 MILES
26 SERVICE. *TR

27 Vehicle: 2012 Kia Sportage
28 Date Complaint Filed: 10/18/2017

1 Date of Incident: 10/06/2017

2 Component(s): ENGINE

3 NHTSA ID Number: 11034261

4 **SUMMARY:**

5 MY DAUGHTER WAS DRIVING ON THE HIGHWAY
6 AND THE CAR JUST STOPPED, NO WARNING,
7 NOTHING. LUCKILY WAS ABLE TO GET TO SIDE OF
8 ROAD, TOWED AND MECHANIC SAID THE ENGINE IS
9 COMPLETELY BLOWN/SEIZED. WON'T START, STILL
AT MECHANICS IN ANOTHER STATE. NO WARNINGS
OR PRIOR ISSUES. CONSISTENT W/OIL CHANGES AND
UPKEEP

10
11 Vehicle: 2012 Kia Sportage

12 Date Complaint Filed: 07/03/2017

13 Date of Incident: 02/12/2017

14 Component(s): ENGINE

15 NHTSA ID Number: 11002799

16 **SUMMARY:**

17 DRIVING DOWN THE ROAD AT APPROXIMATELY 45-
18 50 MPH AND THE ENGINE BEGAN KNOCKING. LOST
19 ALL POWER TO THE CAR. A FEW MOMENTS LATER,
20 THE CAR STOPPED COMPLETELY IN THE MIDDLE OF
21 A BUSY INTERSECTION. I GOT OUT OF THE CAR AND
22 PUSHED IT INTO A GAS STATION PARKING LOT. THE
23 CAR WOULD CRANK BUT THE KNOCKING OF THE
24 ENGINE WAS BECOMING WORSE. I HAD THE CAR
25 TOWED TO A SHOP WHERE THE PROBLEM WAS
26 DIAGNOSED AS "ROD KNOCK" WHICH IS CAUSED BY
27 A FAULTY MOTOR, ALLOWING METAL SHAVINGS TO
28 ENTER AND BLOCK THE FLOW OF OIL TO THE
MOTOR. NOT WANTING TO BELIEVE THAT I WAS
GOING TO HAVE TO PAY \$5,000 TO REPLACE THE
ENGINE, I GOT A SECOND OPINION FROM A KIA
DEALERSHIP IN MY HOME TOWN. NOT ONLY DID
THEY CONFIRM WHAT THE INITIAL MECHANIC HAD
DIAGNOSED, BUT WERE VERY RUDE WHEN ASKING
US TO "REMOVE OUR CAR FROM THEIR PARKING LOT
BECAUSE UNLESS WE WERE GOING TO PAY THEM TO

1 FIX IT, IT HAD NO BUSINESS BEING THERE." ALL OIL
2 CHANGES HAVE BEEN DONE REGULARLY AND I
3 HAVE DOCUMENTATION FOR THEM ALL. OUR
4 VEHICLE HAD 74,000 MILES ON IT AND WAS KEPT IN
5 EXCELLENT CONDITION. AS OF NOW, KIA HAS DONE
6 NOTHING TO EXPLAIN WHY NOTHING HAS BEEN
7 DONE ABOUT OUR PROBLEM, AS WELL AS MANY
8 OTHERS WHO HAVE HAD THIS SAME PROBLEM.

8 Vehicle: 2012 Kia Sportage
9 Date Complaint Filed: 05/27/2017
10 Date of Incident: 05/24/2017
11 Component(s): ENGINE
12 NHTSA ID Number: 10991919

SUMMARY:

12 DRIVING DOWN THE FREEWAY AT 80MPH (SPEED
13 LIMIT IN IDAHO), RPMS STARTED TO REV OVER 6K,
14 HEARD A TICKING SOUND, THEN A VERY LOUD
15 BANG, FOLLOWED BY A BIG PUFF OF BLACK SMOKE,
16 ALL IN THE SPAN OF AROUND 20 SECONDS. CAR DIED
17 ON THE FREEWAY, HAD TO COAST TO GET IN
18 EMERGENCY LANE. THEN THE CHECK ENGINE LIGHT
19 CAME ON. THERE WAS NO INDICATION OF ENGINE
20 ISSUES UNTIL IT WAS FAR TOO LATE. THANKFUL THE
21 CARS BEHIND ME WERE PAYING ATTENTION OR I
22 WOULD HAVE BEEN IN AN AWFUL ACCIDENT WITH
23 AN 18 WHEELER. MECHANIC FOUND THAT ENGINE
24 HAD THROWN A ROD AND PUT A HOLE IN THE
25 ENGINE BLOCK. 106K MILES ON THE VEHICLE, DID
26 NOT EXPECT TO HAVE ENGINE FAILURE THIS EARLY.
27 THIS VIN IS NOT PART OF THE CURRENT RECALL, I
28 BELIEVE IT SHOULD BE, AS IT HAS BEEN PROPERLY
MAINTAINED AND SHOULD NOT HAVE FAILED ON
THE FREEWAY WITH NO INDICATION OF PROBLEMS
UNTIL IT WAS TOO LATE.

Vehicle: 2012 Kia Sportage

1 Date Complaint Filed: 05/22/2017

2 Date of Incident: 04/24/2017

3 Component(s): ENGINE

4 NHTSA ID Number: 10991094

5 **SUMMARY:**

6 CRUISING ALONG AT FREEWAY SPEED, 75 MPH,
7 VEHICLE MOMENTARILY LOST POWER AS IF IT WAS
8 GOING TO STALL OR DOWN SHIFT. UPON RESUMING
9 SPEED, HEARD A TAPPING NOISE AND A LOUD BANG,
10 SAW SMOKE COMING OUT THE BACK OF THE
11 VEHICLE AND OBJECTS TOSSED OUT. SAW A
12 VEHICLE FOLLOWING IN MY LANE, SWERVE AS IF
13 AVOIDING AN OBJECT BUT DID NOT STOP. COASTED
14 TO THE SIDE OF THE FREEWAY, NOTICED A TRAIL OF
15 OIL. UPON PARKING, CHECKED UNDERNEATH THE
16 ENGINE COMPARTMENT, NOTICED OIL DRIPPING
17 AND METAL PIECES, AND WHAT APPEARED TO BE A
18 HOLE IN THE OIL PAN. VEHICLE WAS TOWED TO A
19 DEALERSHIP AND WAS TOLD, A COUPLE OF DAYS
20 LATER, THAT THE VEHICLE MAY BE SUBJECT TO A
21 RECALL FOR SIMILAR DEFECTS. DOING AN ONLINE
22 QUERY, I NOTICED THAT THE 2.4 ENGINE FOR THIS
23 MODEL WAS NOT A PART OF THE RECALL
24 CAMPAIGN, ALTHOUGH OTHER MODELS WITH THE
25 2.4 ENGINE WERE.

26
27 FORTUNATELY, IT APPEARS THAT NO FOLLOWING
28 VEHICLES WERE HIT WITH ANY OF THE DEBRIS
COMING OFF THE VEHICLE. UPON CHECKING THE
SIDE OF THE FREEWAY, I PICKED UP WHAT
APPEARED TO BE A PIECE OF THE ENGINE'S
CONNECTING ROD. HAD THIS PIECE HIT A
FOLLOWING VEHICLE, IT COULD'VE RESULTED IN
PROPERTY DAMAGE OR UNKNOWN INJURIES TO ITS
OCCUPANTS.

Vehicle: 2012 Kia Sportage

Date Complaint Filed: 04/09/2014

Date of Incident: 04/03/2014

Component(s): ENGINE
NHTSA ID Number: 10578489

SUMMARY:

DRIVING ON THE INTERSTATE, THE ENGINE OF THE CAR GAVE OUT. I WAS GIVEN ZERO WARNING BEFORE THE ENGINE COMPLETELY DIED AND I WAS FORCED TO PULL MY CAR OFF TO THE SIDE OF THE ROAD. I WAS LUCKY THAT THE CAR BEHIND ME DID NOT HIT ME. THE CAR IS ONLY 2 YEARS OLD WITH ABOUT 30,000 MILES AND THIS SHOULD NOT HAVE HAPPENED. IT PUT MY LIFE AND THAT OF MY 11 MONTH OLD SON AT RISK. THE PUBLIC NEEDS TO BE AWARE OF THIS ISSUE! NO ONE SHOULD HAVE TO WORRY ABOUT BEING IN A FATAL ACCIDENT DUE TO KIA'S FAULTY PARTS. *TR

Vehicle: 2012 Kia Sportage
Date Complaint Filed: 03/24/2014
Date of Incident: 03/20/2014
Component(s): ENGINE
NHTSA ID Number: 10574623

SUMMARY:

AT APPROXIMATELY 5:30AM, I WAS DRIVING DOWN THE FREEWAY. MY KIA SPORTAGE SUDDENLY MADE A LOUD BANG, AND THE ENGINE STALLED. IT ALSO SHUT OFF THE HEADLIGHTS, AND DISABLED THE POWER STEERING, WHILE ON A CURVE, GOING 70MPH. THE POWER ASSISTED BRAKES WERE ALSO NOT WORKING, BECAUSE THE ENGINE SHUT DOWN. I MANAGED TO PULL THE VEHICLE OVER WITHOUT INCIDENT, BUT WAS ALMOST HIT BY SEVERAL VEHICLES THAT COULD NO LONGER SEE ME, BECAUSE MY LIGHTS WERE OFF. THE ENGINE WOULD NOT START UP AGAIN, AND I HAD TO HAVE THE VEHICLE TOWED HOME. THIS IS THE 3RD TIME THIS VEHICLE HAS DONE THIS, AND KIA REFUSES TO REPAIR THE VEHICLE. *TR

1 Vehicle: 2013 Kia Sportage
2 Date Complaint Filed: 09/19/2017
3 Date of Incident: 09/08/2017
4 Component(s): ENGINE
5 NHTSA ID Number: 11024230

6 **SUMMARY:**

7 JUST BEFORE REACHING TRYON, NC, COMING FROM
8 CHARLESTON, SC, WE BEGAN TO HEAR A DISTINCT
9 KNOCKING NOISE COMING FROM UNDER THE HOOD,
10 AND WERE UNABLE TO ACCELERATE ANY FURTHER
11 THAN AROUND 55 MPH. EVENTUALLY THE ENGINE
12 FAILED AND WE WERE ABLE TO JUST PULL OFF TO
13 THE SIDE OF THE ROAD JUST YARDS FROM WHERE
14 THE SHOULDER ENDED, AND WE ALMOST HIT A
15 STATIONARY VEHICLE JUST IN FRONT OF US ON THE
16 SHOULDER. WE WERE TRYING TO EVACUATE FROM
17 THE HURRICANE WITH MY 7 MONTH OLD
18 GRANDDAUGHTER.. AFTER THE ENGINE HAD
19 COOLED, WE CHECKED AND MADE SURE THAT MY
20 OIL WAS OVER HALF FULL, AND IT WAS. A RENTAL
21 PLACE STAYED OPEN A FEW EXTRA HOURS FOR US,
22 AND WE MANAGED TO GET TO OUR DESTINATION
23 THREE HOURS AWAY FROM THE INCIDENT, BECAUSE
24 WE WERE IN DESPERATE NEED OF SOMEWHERE
25 THAT ALLOWED DOGS. ON MONDAY, WE FOUND OUT
26 FROM THE MECHANIC THE CAR HAD EVENTUALLY
27 BEEN TOWED TO THAT THE ENGINE WAS SHOT. THE
28 MECHANIC LET US KNOW THAT THIS WAS AN
EXTREMELY COMMON ISSUE WITH OUR MAKE AND
MODEL, AND THAT WE SHOULD HAVE HAD A
RECALL ISSUED FOR SAFETY MEASURES. WHILE IN
ASSEMBLY THERE WAS A MANUFACTURING ERROR
WHICH WOULD NOT BE NOTICED UNLESS THE
DRIVER WAS GOING LONG DISTANCE ON THE
HIGHWAY. THERE WERE TINY METAL SHAVINGS
WITHIN THE ENGINE THAT BLOCKED THE OIL FROM
PROPERLY CIRCULATING THROUGH THE ROD
BEARINGS TO CRITICAL PARTS OF THE ENGINE. WE
CONTACTED CORPORATE, AND THEY TOLD US OUR

1 CAR WAS NOT LISTED UNDER THE WARRANTY
2 BECAUSE IT WAS ASSEMBLED IN A DIFFERENT
3 LOCATION THAN THE ONES RECALLED. THEY THEN
4 TOLD US I HAD A 60,000 MILE WARRANTY INSTEAD
5 OF A 100,000 MILE, WHICH WAS A FLAT OUT LIE. WE
6 CONTACTED OUR DEALER AND THEY CONFIRMED
7 WE HAD A 100K. NOW AFTER COLLECTING ALL OF
8 OUR SERVICE RECORDS, THE DEALERSHIP IS TRYING
9 TO TELL US THEY WILL NOT COVER THE 7,000
10 DOLLAR COST BECAUSE MY OIL WAS LOW, WHICH IS
11 ANOTHER FLAT OUT LIE. I DON'T WANT TO MAKE
12 ANY MONEY OFF THEM, I JUST WANT MY REPAIRS
13 COVERED.

14 Vehicle: 2013 Kia Sportage
15 Date Complaint Filed: 08/18/2017
16 Date of Incident: 06/26/2017
17 Component(s): ENGINE
18 NHTSA ID Number: 11016229

19 **SUMMARY:**

20 2013 KIA SPORTAGE ENGINE FAILURE IN JUNE OF 2017. I
21 WAS DRIVING THE VEHICLE EASTBOUND AT 75MPH ON
22 INTERSTATE 10 BEAR BLYTHE, AZ IN SIGNIFICANT
23 TRAFFIC. THE ENGINE SHUT OFF AND POWER STEERING
24 FAILED. I ABLE TO AVOID A COLLISION BUT SPUN OUT
25 INTO THE INTERSTATE MEDIAN.

26 I HAD THE VEHICLE TOWED TO A KIA DEALERSHIP IN
27 AVONDALE, AZ. KIA DEALERSHIP CONFIRMED THE
28 ENGINE HAD SEIZED. KIA DENIED WARRANTY COVERAGE
FOR ENGINE CLAIMING IT IS NOT PART OF THE KIA
ENGINE SAFETY RECALL CAMPAIGN SC147. KIA CLAIMS
THE ENGINE WAS MANUFACTURED IN KOREA SO IT IS NOT
INCLUDED. HOWEVER, THERE ARE AT LEAST 6 OTHER
"NOT COVERED" SPORTAGE'S PARKED IN SERVICE LOT
AWAITING REPAIR. SERVICE MANAGER REPORTED TO ME
THAT KIA IS DENYING THE COVERAGE WHEN HE "KNOWS"
THE ENGINE PROBLEM IS CAUSED BY A DEFECTIVE
MANUFACTURING PROCESS.

Vehicle: 2014 Kia Sportage
Date Complaint Filed: 08/28/2016
Date of Incident: 08/03/2016
Component(s): ENGINE
NHTSA ID Number: 10902014

SUMMARY:

WHILE DRIVING MY LEASED 2014 KIA SPORTAGE, THERE WAS NONSTOP CONTINUOUS HESITATION "BUCKING", WITH WHITE SMOKE BLOWING OUT OF THE TAILPIPE, LOSS OF SPEED THEREFORE HAVING TO PRESS HARD ON GAS PEDAL TO AVOID ACCIDENT BY TRYING PULL OFF ROAD. THIS HAPPENS ON CITY ROADS AND HIGHWAY. NO DASHBOARD LIGHT INDICATED THERE WAS A PROBLEM. THE SERVICE ADVISOR AT DESTINATION KIA SAID MY MODEL DOES NOT COME WITH WARNING LIGHTS.

IT APPEARS TO BE AN OIL PROBLEM. OIL LEVEL GOES DOWN WITH NO VISIBLE SIGNS OF LEAKING. I ONLY HAVE 24,000 ON MY KIA SPORTAGE, WITH ONE YEAR LEFT ON MY LEASE. I AM NOT ABLE TO DRIVE THE VEHICLE AS I AM IN FEAR OF STALLING IN TRAFFIC CAUSING MYSELF OR OTHERS TO BE INJURED.

3. Hyundai's Knowledge of the Engine Defect

116. The internet is also replete with examples of blogs and other websites where consumers have complained of the exact same engine defect within the Hyundai vehicles and with the same engines.

117. Representative examples of complaints on the NHTSA website regarding the Hyundai vehicles with defective GDI engines are included below (with emphasis supplied in capitalized bold letters)⁹:

⁹ The foregoing complaints are reproduced as they appear on the NHTSA website. Any typographical errors are attributable to the original author of the complaint.

1 Vehicle: 2011 Hyundai Sonata
2 Date Complaint Filed: 1/21/2015
3 Component(s): ENGINE
4 Date of Incident: 01/19/2015
5 NHTSA ID Number: 10678152
6 Manufacturer: Hyundai Motor America

7 **SUMMARY:**

8 **I WAS DRIVING DOWN THE HIGHWAY, THE ENGINE**
9 **STARTED MAKING A KNOCKING NOISE. NO LESS**
10 **THAN 30 SECONDS LATER DID THE CAR'S ENGINE**
11 **MAKE A LARGE BAG NOISE AND I RAN OVER WHAT**
12 **FELT LIKE PARTS. I COASTED A WHILE DOWN THE**
13 **ROAD AND FINALLY PULLED THE CAR OVER TO THE**
14 **SIDE OF THE ROAD. UPON OPENING THE HOOD I**
15 **DISCOVERED OIL ALL OVER THE INTAKE AND**
16 **EXHAUST MANIFOLDS AS WELL AS THE RADIATOR. I**
17 **CALLED HYUNDAI ROADSIDE ASSISTANCE AND HAD**
18 **THE CAR TOWED TO FAULKNER HYUNDAI IN**
19 **HARRISBURG PA ON 1/19/14. THEY PROVIDED A**
20 **SERVICE LOANER AND SAID THEY WOULD GET BACK**
21 **TO ME WITH AN UPDATE ON THE CAR. I WAITED**
22 **UNTIL WEDNESDAY THE 21ST BEFORE CALLING**
23 **THEM, ONLY TO FIND OUT THAT THE ENGINE HAD**
24 **SEIZED AND THEY HAD ALREADY TAKEN PICTURES**
25 **OF THE DAMAGE AND SENT THEM TO THE HYUNDAI**
26 **PEOPLE TO SEEK WARRANTEE COVERAGE. THEY**
27 **ALSO ASKED ME FOR MAINTENANCE RECORDS ON**
28 **THE CAR. I CHANGE THE OIL MYSELF AND ALWAYS**
PUT IN FULL SYNTHETIC, SO THEY HAD ME SUBMIT
RECEIPTS FROM THE AUTO PARTS STORE PROVING I
BOUGHT OIL AND FILTERS OR THE SONATA. I AM
NOW AWAITING RESOLUTION FROM HYUNDAI. WILL
UPDATE ONCE I HAVE AN ANSWER FROM HYUNDAI.
THIS IS A PRETTY SERIOUS SAFETY CONCERN, THE
ENGINE LET GO AT 60+MPH WITHOUT WARNING,
WHEN IT LET GO IT BLEW OIL ALL OVER THE
ENGINE COMPARTMENT AND I'M SURE ON THE
ROAD AS WELL. LUCKY I WAS DRIVING EARLY IN
THE MORNING AND THERE WAS VERY LITTLE

1 **TRAFFIC.**

2
3 Vehicle: 2011 Hyundai Sonata
4 Date Complaint Filed: 1/06/2015
5 Component(s): ENGINE
6 Date of Incident: 01/06/2015
7 NHTSA ID Number: 10670454
8 Manufacturer: Hyundai Motor America

9 **SUMMARY:**

10 **I WAS TRAVELING DOWN A HIGHWAY WHEN MY**
11 **ENGINE STARTED TO MAKE A KNOCKING SOUND.**
12 THE CHECK ENGINE LIGHT CAME ON, AND WITHIN 10
13 SECONDS MY CAR STOPPED RUNNING. I WAS STILL
14 MOVING WHEN THIS HAPPENED. I WAS FORTUNATE
15 TO BE ABLE TO COAST TO A CLOSE BY SIDE ROAD. I
16 AM GRAVELY CONCERNED THAT THIS COULD HAVE
17 HAPPENED ON THE INTERSTATE AT HIGHER SPEEDS,
18 AND THE POTENTIAL CONSEQUENCES OF SUCH. **I**
19 **HAD THE CAR TOWED TO A DEALER, AND THEY**
20 **TELL ME THE ENGINE IS SHOT.** I CONTACTED
21 HYUNDAI CUSTOMER CARE, AND THEIR RESPONSE
22 WAS "WHAT DO YOU WANT ME TO DO ABOUT IT."
23 AFTER MORE RESEARCH, I HAVE FOUND NUMEROUS
24 OTHER INSTANCES OF THIS ENGINE FAILURE. IF THIS
25 IS AN ONGOING PROBLEM, I FEEL HYUNDAI SHOULD
26 DO SOMETHING BEFORE SOMEONE GETS KILLED
27 WHEN THIS HAPPENS. PLEASE NOTE I AM THE
28 SECOND OWNER OF THIS CAR. THE MILEAGE AT JUST
29 OVER 85,000 IS MAINLY HIGHWAY MILES, AND THE
30 CAR IS SERVICED REGULARLY.

31 Vehicle: 2011 Hyundai Sonata
32 Date Complaint Filed: 10/26/2014
33 Component(s): ENGINE
34 Date of Incident: 10/01/2014
35 NHTSA ID Number: 10650011
36 Manufacturer: Hyundai Motor America

SUMMARY:

10/1/2014 @ 7:30PM EST - **WHILE DRIVING HOME, WAS AT A RED LIGHT WHEN THE CAR STALLED OUT. THEN A LOUD KNOCKING SOUND HAPPENED. *NO ENGINE LIGHT WAS ON*** IT IS VERY UNSAFE FOR THE ENGINE TO STALL OR JUST RANDOMLY SHUTOFF WHILE IN TRAFFIC. THERE WERE NO SIGNS OR WARNINGS, THE VEHICLE JUST STALLED. VEHICLE WAS NOT SAFE TO OPERATE. I HAD THE VEHICLE TOWED TO NORTHTOWNE HYUNDAI DEALER ON SHERIDAN DRIVE, BUFFALO NY. 10/3/2014 @ 2:47PM EST - **NORTHTOWNE HYUNDAI DEALER CALLED ME SAID THAT I NEED TO REPLACE MY ENGINE BECAUSE THE PISTON POPPED.** I SAID WELL, MY CAR IS WELL WITHIN THE WARRANTY, ISN'T THIS COVERED? NORTHTOWNE HYUNDAI DEALER SAID THAT WE CAN'T SUBMIT YOUR WARRANTY CLAIM WITH OUT RECEIPTS OF YOUR MAINTENANCE FROM 5K MILES TO PRESENT. 10/3 - 10/13/2014 - CONTACTED OUR 3 LOCAL PLACES WE LIKE TO SEND OUR VEHICLES TO FOR COPIES OF OUR RECEIPTS. WITH NO PROBLEM WE WERE ABLE TO OBTAIN COPIES OF OUR LAST 7 OIL CHANGES AND GENERAL MAINTENANCE RECEIPTS. 10/14/2014 @ 2:00PM EST - MY HUSBAND GAVE NORTHTOWNE HYUNDAI DEALER OUR RECEIPTS AND HE STATED THAT HE WILL SUBMIT OUR CLAIM TO HYUNDAI. 10/24/2014 @ 8:59AM EST - "REGIONAL" / "CORPORATE" CALLED ME AND STATED "THE DISTRICT MANAGER WHO WOULD HAVE AUTHORIZED THE REPAIR, HAD THE DEALERSHIP PARTIALLY DISASSEMBLE THE ENGINE; TAKE OFF THE COVER FOR INSPECTION, AND THERE'S A CONDITION OF SLUDGE WHICH IS INDICATIVE OF EITHER THE MAINTENANCE INTERVALS NOT BEING FOLLOWED; OIL CHANGE NOT FREQUENTLY ENOUGH OR POSSIBLY THE QUALITY OR GRADE OF THE OIL USED. IN EITHER CASE THESE IS NOT A MANUFACTURE DEFECT, SO HE HAS DENIED WARRANTY COVERAGE." I'VE ALSO ADDED MY COMPLAINT TO THE FOLLOWING:[

1 HTTP://WWW.CHIMICLES.COM/2011-HYUNDAI-
2 SONATA-ENGINE-FAILURE-CLASS-ACTION-LAWSUIT]
3 ** OUR LAST OIL CHANGE WAS 8/2/2014 AT 43K
4 MILES ** WE HAD A CLEAN BILL OF HEALTH, NO
5 ISSUES WERE REPORTED OR MAINTENANCE
6 RECOMMENDED AT THAT TIME.

7 Vehicle: 2012 Hyundai Sonata
8 Date Complaint Filed: 1/02/2015
9 Component(s): ENGINE
10 Date of Incident: 12/27/2013
11 NHTSA ID Number: 10669708
12 Manufacturer: Hyundai Motor America

13 **SUMMARY:**

14 **WAS DRIVING 35 MPH MAKING A TURN WHEN I**
15 **HEARD A KNOCKING NOISE.** WAS SUBTLE AT FIRST.
16 CHECKED OIL AND WAS LOW. ADDED 1 QRT OF OIL.
17 DROVE HOME ABOUT 2 MILES AND KNOCKING
18 BECAME EXTREMELY LOUD. **TOOK IT TO LEN**
19 **STOLER HYUNDAI DEALERSHIP AND THEY STATED**
20 **THAT EXHAUST MANIFOLD, DRIVE BELT, PISTONS,**
21 **AND VALVES NEED TO BE REPLACED.** BASICALLY,
22 \$6300.00 WORTH OF WORK. CAR IS UP TO DATE ON
23 ALL MAINTENANCE. NO OTHER ISSUES WITH CAR.
24 WARRANTY DOES NOT COVER ENGINE DAMAGE AND
25 NO HELP WAS GIVEN. I HAVE SEEN MANY OTHER
26 COMPLAINTS ABOUT THE SAME ENGINE ISSUES.
27 HYUNDAI SHOULD REPLACE!
28

23 Vehicle: 2013 Hyundai Santa Fe
24 Date Complaint Filed: 08/25/2013
25 Component(s): ENGINE
26 Date of Incident: 08/21/2013
27 Component(s): ENGINE
28 NHTSA ID Number: 10537110
Manufacturer: Hyundai Motor America

SUMMARY:

1 I WAS AT A LIGHT, AS I LET GO OF THE BRAKE, I
2 HEARD A LOUD CLANKING SOUND AND THE FRONT
3 OF THE CAR SHOOK AND THE CAR IMMEDIATELY
4 DIED. I TRIED TO RESTART, MADE THE SAME SOUND
5 AND DIED. CALLED ROADSIDE AND HAD VEHICLE
6 TOWED TO DEALERSHIP AFTER AN HOUR AND A
7 HALF BEING STUCK AT A LIGHT/INTERSECTION. I
8 **WAS TOLD THE NEXT DAY THAT MY CAR**
9 **SUFFERED A "CATASTROPHIC ENGINE FAILURE".**
10 **NO CODES CAME UP. THEY DROPPED THE PAN AND**
11 **SAID METAL PIECES FELL OUT! I WAS LIVID! I'VE**
12 ONLY HAD THE CAR LESS THAN A MONTH, ONLY
13 ABOUT 1500 MILES AND THE ENGINE WENT OUT!
14 THANK GOD, I JUST DROPPED THE KIDS OFF TO
15 SCHOOL AND THE ROAD WASN'T SO BUSY AS TO
16 CAUSE AN ACCIDENT. I HAD NO WARNINGS FROM
17 STARTING THE CAR, NO MESSAGES FROM BLUE LINK.
18 SERVICE MANAGER AT DEALERSHIP STATES I
19 WOULD NOT HAVE RECEIVED ANY WARNING,
20 BECAUSE IT HAPPENED QUICK WHICH IS WHY IT IS
21 LABELED AS "CATASTROPHIC FAILURE". WHAT IF
22 THIS HAPPENED WITH MY KIDS IN THE CAR, ON THE
23 FREEWAY, OR TRAVELING? SO A REPLACEMENT
24 ENGINE IS BEING ORDERED FROM SOUTHERN
25 CALIFORNIA. I DON'T TRUST IT. I REPORTED IT TO
26 CORPORATE, WHICH SENT TO REGIONAL OFFICE.
27 AND I AM AWAITING A RESPONSE. I ORIGINALLY
28 REQUESTED A REPLACEMENT VEHICLE BUT AFTER
READING THE COMPLAINTS ON NHTSA, I WANT MY
MONEY BACK. I DON'T TRUST THIS CAR ANYMORE, I
DON'T FEEL SAFE AND I DON'T WANT THE THOUGHT
IN THE BACK OF MY MIND THAT THERE COULD BE A
CHANCE OF SOMETHING ELSE HAPPENING! MY
HUSBAND IS DEPLOYED RIGHT NOW, AND WHAT I
DESERVE IS SOME PEACE OF MIND AND NOT PUT
MYSELF OR MY CHILDREN AT JEOPARDY OF A
POSSIBLE REPEAT ENGINE FAILURE, CRACKED
FRONT AXLE, ISSUES WITH ACCELERATION OR
WHATEVER ELSE THAT CAN OCCUR THAT I'VE READ
ON THIS SITE. THIS IS A DEFINITE SAFETY ISSUE AND

1 SHOULD NOT HAVE TO WAIT FOR MORE
2 COMPLAINTS TO DO SOMETHING ABOUT IT! PLEASE
3 HELP ME RESOLVE THIS WITH GETTING MY MONEY
4 BACK! **A BRAND NEW CAR SHOULD NOT HAVE
SUFFERED A CATASTROPHIC ENGINE FAILURE!**

*TR

5
6 Vehicle: 2015 Hyundai Sonata
7 Date Complaint Filed: 08/16/2017
8 Component(s): ENGINE
9 Date of Incident: 07/29/2017
10 NHTSA ID Number: 11015695
11 Manufacturer: Hyundai Motor America

SUMMARY:

12 **MY ENGINE SUDDENLY STALLED WHILE DRIVING**
13 **DOWN A BUSY HIGHWAY WITH MY FAMILY.**
14 LUCKILY NO ONE WAS HURT THANK THE LORD! WE
15 WERE DRIVING DOWN THE HIGHWAY WHEN WE
16 STARTED TO HEAR A KNOCKING NOISE AND THE
17 CAR STARTED TO DECELERATE. WE NOTICED THERE
18 WAS WHITE SMOKE AS WELL. I WAS ABLE TO GET
19 THE CAR TO THE SHOULDER OF THE HIGHWAY. THE
20 CAR WOULD NOT RESTART SO WE CALLED
21 ROADSIDE ASSISTANCE AND SINCE IT WAS
22 SATURDAY EVENING, (AFTER HOURS) WE HAD PARK
23 THE CAR AT A NEARBY WALMART UNTIL MONDAY. I
24 HAD TO DO THE WHOLE ROADSIDE ASSISTANCE
25 SONG AND DANCE ALL OVER AGAIN MONDAY. THE
26 SERVICE DEPARTMENT WAS VERY
27 ACCOMMODATING. THEY WERE PLEASANT AND
28 EVEN PROVIDED A LOANER CAR. THEY INFORMED
ME THE ENGINE WOULD NEED TO BE REPLACED BUT
SINCE MY CAR ONLY HAD 34,000 MILES IT SHOULD
BE COVERED. THEY SAID THEY JUST HAD TO GET IT
APPROVED BY HYUNDAI FIRST. **AFTER A WEEK OF
WAITING THEY CALLED ME UP AN TOLD ME
HYUNDAI WOULD NOT BE COVERING THE
VEHICLE DUE LACK OF MAINTENANCE (SIGHTED
OIL CRUDE BUILD UP AS EVIDENCE) AND I WOULD
NEED TO FORK OVER \$5500. I GOT THE OIL**

1 CHANGED AND MAINTAINED THE CAR BUT FAILED
2 TO KEEP DOCUMENTATION. UPON RESEARCHING
3 THE ISSUE, IT APPEARS HYUNDAI HAS A HISTORY OF
4 NOT STANDING BY THEIR WARRANTY AND LEAVING
5 THEIR CUSTOMERS HIGH AND DRY. IN FACT THEY
6 JUST SETTLED A LAW SUIT FOR THE SAME EXACT
7 THING. SO WE PAID UP, WAITED A WEEK FOR THE
8 REPAIRS AND NOW I'M BACK UP HERE A WEEK
9 LATER WITH ANOTHER ENGINE PROBLEM
10 (OVERHEATING). LUCKILY WE ONLY HAD THE CAR
11 FOR A WEEK BECAUSE THEY LIKELY WOULD'VE
12 CHARGED ME AGAIN. WELL HOPEFULLY THEY WILL
13 PROVIDE ME WITH A LOANER AGAIN BECAUSE THIS
14 JUST DESTROYED MY WORK SCHEDULE FOR TODAY.

12 Vehicle: 2015 Hyundai Sonata
13 Date Complaint Filed: 07/06/2017
14 Component(s): ENGINE
15 Date of Incident: 7/02/2017
16 NHTSA ID Number: 11003408
17 Manufacturer: Hyundai Motor America

SUMMARY:

17 THE CONTACT OWNS A 2015 HYUNDAI SONATA. **THE**
18 **CONTACT STATED THAT WHILE DRIVING, HE**
19 **HEARD A RATTLING NOISE UNDER THE HOOD. THE**
20 **CONTACT STATED ALSO MENTIONED WHILE**
21 **TAKING THE VEHICLE TO BE SERVICED FOR AN**
22 **OIL CHANGE, THE RATTLING NOISE BEGAN TO**
23 **MAKE A LOUD KNOCKING NOISE. THE CHECK**
24 **ENGINE WARNING LIGHT ILLUMINATED. THE**
25 **CONTACT MENTIONED THAT THE INDEPENDENT**
26 **MECHANIC INFORMED HIM THAT HE SHOULD NOT**
27 **DRIVE THE VEHICLE AND THAT HE NEEDED TO HAVE**
28 **THE ENGINE CHECKED. THE VEHICLE WAS THEN**
TAKEN TO DAVE HALLMAN HYUNDAI AT 2104 STATE
ST, ERIE, PA 16503, (814) 452-6731 WHERE IT WAS
DIAGNOSED THAT THERE WAS AN OIL SLUDGE
BUILD-UP AND THAT THE ENGINE NEEDED TO BE
REPLACED. THE VEHICLE WAS NOT REPAIRED. THE

1 MANUFACTURER WAS NOTIFIED OF THE FAILURE
2 BUT DID NOT OFFER ANY FURTHER ASSISTANCE. THE
3 FAILURE MILEAGE WAS 56,150.

4 Vehicle: 2015 Hyundai Sonata
5 Date Complaint Filed: 01/24/2017
6 Component(s): ENGINE
7 Date of Incident: 01/21/2017
8 NHTSA ID Number: 10947369
9 Manufacturer: Hyundai Motor America

SUMMARY:

10 THE CONTACT OWNS A 2016 HYUNDAI SONATA.
11 WHILE DRIVING APPROXIMATELY 35 MPH, THE
12 ENGINE SEIZED WITHOUT WARNING. THE VEHICLE
13 WAS TOWED TO A TOW FACILITY. THE VEHICLE WAS
14 NOT DIAGNOSED OR REPAIRED. THE
15 MANUFACTURER WAS NOT MADE AWARE OF THE
16 FAILURE. THE VIN AND FAILURE MILEAGE WERE
17 UNKNOWN. UPDATED 05/30/17*LJ

18 Vehicle: 2015 Hyundai Sonata
19 Date Complaint Filed: 12/05/2016
20 Component(s): ENGINE
21 Date of Incident: 12/03/2016
22 NHTSA ID Number: 10929989
23 Manufacturer: Hyundai Motor America

SUMMARY:

24 **WHILE STATIONARY I NOTICED THE CAR'S**
25 **ENGINE SOUNDED LIKE IT WAS TICKING. I DROVE**
26 **OFF ABOUT 35 MILES PER HOUR WHEN MY 2015**
27 **HYUNDAI SONATA LIMITED STALLED WHILE**
28 **DRIVING. THE CAR STARTED SHAKING WHILE**
ATTEMPTING TO SPEED UP TO KEEP THE VEHICLE
RUNNING. I HAD MY PASSENGER WHO WITNESSED
THE INCIDENT AND WE RECORDED USING THE CELL
PHONE TO RECORD THE INCIDENT. THE ENGINE
LIGHT CAME ON THEN OFF AGAIN. EVENTUALLY IT

1 CUT OFF COMPLETELY. I HAD TO RESTART AND THE
2 SPEED OF THE VEHICLE WOULD NOT GO PAST 50
3 MPH. THE ENGINE SHOOK THE ENTIRE CAR AND
4 SOUNDED LIKE THE GEARS DID NOT WANT TO SHIFT.
5 THE DEALER WAS NOT ABLE TO REPLICATE THE
6 ISSUE OR FIND ANY CODES ON THEIR SYSTEM. THIS
7 SAME THING HAPPEN TO MY 2011 SONATA IN WHICH
8 HYUNDAI REFUSE TO PAY IN A CLASS ACTION
9 LAWSUIT BECAUSE I TRADED OUT OF THE VEHICLE
10 A YEAR AFTER THEY REPLACED THE ENGINE. **THE**
11 **ENGINE ALSO STALLED WHILE TRAVELING AT**
HIGHWAY SPEED AND STARTED SMELLING LIKE
AN ELECTRICAL FIRE WHILE SMOKE CAME FROM
UNDER THE ENGINE. I HAD TO HAVE IT TOWED
BACK TO THE DEALERSHIP. *TR

12
13 Vehicle: 2015 Hyundai Sonata
14 Date Complaint Filed: 11/23/2016
15 Component(s): ENGINE
16 Date of Incident: 11/10/2016
17 NHTSA ID Number: 10927713
18 Manufacturer: Hyundai Motor America

19 **SUMMARY:**

20 MY WIFE HELEN DRIVES TO WORK 35 MILES EACH
21 WAY DAILY, **SHE STARTED HEARING A RATTLING**
22 **NOISE THAT CAME FROM THE ENGINE AREA. THE**
23 **NOISE PERSISTED FOR A FEW DAYS AND WAS**
24 **OBSERVED DURING HER COMMUTE TO WORK TWICE.**
25 **HUSBAND TEST DROVE CAR AS WELL AND**
26 **CONFIRMED A RATTLING NOISE. CAR TOWED TO**
27 **PREMIER HYUNDAI 3480 NAGLEE ROAD, TRACY ,**
28 **CALIFORNIA, 95304. SERVICE TECHNICIAN CONFIRMED**
IN WRITING VEHICLE HAS A NON REPAIRABLE
ENGINE, METAL EXTRACTS WERE FOUND INSIDE
THE OIL PAN AND THE DEALERSHIP ADVISED
ENGINE IS NO GOOD AND NEEDS TO BE REPLACED.

Vehicle: 2015 Hyundai Sonata
Date Complaint Filed: 08/24/2016
Component(s): ENGINE
Date of Incident: 08/05/2016
NHTSA ID Number: 10898269
Manufacturer: Hyundai Motor America

SUMMARY:

HIGH SPEED ENGINE STALL: WHILE DRIVING AT HIGHWAY SPEEDS ON AUGUST 5, 2016, MY VEHICLE SUDDENLY LOST POWER WHILE DRIVING ON THE HIGHWAY, WHICH RESULTED IN VEHICLE COMING TO A STOP. ON ATTEMPTING TO RESTART THE ENGINE, THE ENGINE HAD SEIZED AND WOULD NOT RESTART AND THE RESTART ATTEMPT WAS ACCOMPANIED BY NOISE FROM THE ENGINE AND VIBRATIONS CAUSING THE ENTIRE VEHICLE TO SHAKE. VEHICLE HAD TO BE TOWED TO THE DEALER FOR REPAIRS

Vehicle: 2015 Hyundai Sonata
Date Complaint Filed: 03/18/2016
Component(s): ENGINE
Date of Incident: 03/17/2016
NHTSA ID Number: 10850477
Manufacturer: Hyundai Motor America

SUMMARY:

THE CONTACT OWNS A 2015 HYUNDAI SONATA. WHILE EXITING THE VEHICLE AT 40 MPH, THE VEHICLE STALLED WITHOUT WARNING. THE VEHICLE WAS ABLE TO BE PULLED OVER TO THE SIDE OF THE ROAD, BUT COULD NOT BE RESTARTED. THE VEHICLE WAS TOWED TO A DEALER WHERE IT WAS DIAGNOSED THAT THE ENGINE SEIZED AND NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 4,000.

Vehicle: 2015 Hyundai Sonata
Date Complaint Filed: 02/02/2016
Component(s): ENGINE
Date of Incident: 01/31/2016
NHTSA ID Number: 10823709
Manufacturer: Hyundai Motor America

SUMMARY:

I PURCHASED A NEW 2015 HYUNDAI SONATA 8 MOS AGO AND TWO DAYS AGO WHILE DRIVING ON A LOCAL HIGHWAY I HEARD A LOUD KNOCKING SOUND WHILE ACCELERATING. YESTERDAY I TOOK IT TO THE HYUNDAI DEALER SERVICE CTR WHERE I PURCHASED THE VEHICLE AND I WAS TOLD THAT I NEED A NEW ENGINE DUE TO THERE BEING METAL SHAVINGS IN THE MOTOR.

118. NHTSA complaints establish that Defendants knew, or should have known, of the engine defect *at least* as early as August 25, 2013,¹⁰ before the Class Vehicles at issue in this litigation were sold. Upon information and belief, Defendants became aware of the engine defect earlier than August 25, 2013 (as early as 2011) through:

(1) Defendants' own records of customers' complaints, (2) dealership repair records, (3) records from NHTSA, (4) warranty and post-warranty claims, (5) pre-sale durability testing and part sales, and (6) other various sources. Indeed, because Hyundai Motor Company holds approximately 33.8% of KMC's stock, the two regularly communicate about parts common between their vehicles and suspected defects in those vehicles, including communication regarding potential defects in the GDI engines. Thus, when HMA became aware of the defective GDI Engines, KMA became aware as well.

E. Pre-Sale Durability Testing

119. Defendants are experienced in the design and manufacture of consumer vehicles. As experienced manufacturers, Defendants conduct tests, including pre-sale

¹⁰ See NHTSA ID Number 10537110.

1 durability testing, on incoming components, including the engine, to verify the parts are
2 free from defects and align with Defendants' specifications.

3 120. Kia conducts expansive presale durability testing on its vehicles to make
4 they "endure over a long time without fault."¹¹ This presale testing includes seven
5 different types of durability tests: (1) an item durability test; (2) a module durability test;
6 (3) a Belgian road test; (4) a high-speed test; (5) a corrosion test; (6) a P/T test; and (7) a
7 vehicle test. Kia conducts these tests "in extreme weather conditions including desert
8 with blazing sunlight and coldness of 40 degrees below zero."

9 121. Specifically, regarding testing its engines, Kia states that it puts "our engines
10 through rigorous testing in the highest, hottest and coldest places that a car can possibly
11 be before we use them in our cars."

12 122. In addition, Kia conducts extensive "driving test[s]" in which it puts "our
13 cars to endurance test under diverse harsh conditions that can be encountered on Earth"
14 because "[a]ny fault in your car can affect your safety." Kia expands on six different road
15 tests that it conducts, including a durability test on a road "so rough that driving around
16 10,000 miles on it gives the same effect of driving around 60,000 on regular roads. Cars
17 that survive the test only can be presented to customers."

18 123. In addition, John Juriga, the Director of Powertrain at Kia in 2015, stated
19 that Kia's validation testing is among the toughest in the automotive industry.¹² Among
20 other things, this validation testing runs the engine at maximum throttle (the maximum
21 speed the engine can operate under) while under full load "so we're stressing the
22 components as much as possible and we run it virtually nonstop for 300 hours." After,
23 Kia does an "overrun spec" where it runs it over spec for 10-20 hours to make sure it can
24 survive past the red line limits in order to "make sure these products stay durable in the
25 customers' hands."

26
27 ¹¹ http://www.kia.com/worldwide/experience_kia/rnd/performance.do (last visited Nov.
28 20, 2017).

¹² <https://www.youtube.com/watch?v=GNPB3RtHN2M> (last visited Nov. 21, 2017).

124. Moreover, Kia also uses “the most extreme and rigorous vehicle testing program ever devised by the company.”¹³ As part of this test, Kia stimulates stop-and-go driving repeated over several times to “put additional strain on the engine, transmission and HVAC systems and eliminate any possible flaws.” In addition, at its Mojave Proving Grounds test site, Kia utilizes a “high-speed oval, gravel off-road tracks, high-vibration road surfaces, brake test facilities and different gradients. These each enable engineers to evaluate and refine the ride, handling, brakes and NVH of prototype and production vehicles.”

125. As a result, Kia was well aware of the engine defect prior to the Class Vehicles being sold to Class Members.

F. Defendants’ Warranty-Related Practices

126. KMA issued two relevant warranties with each Kia Class Vehicle: a “New Vehicle Limited Warranty,” and a “Powertrain Warranty.”

127. Under the basic New Vehicle Limited Warranty, KMA agreed to repair defects reported within the earlier of 5 years or 60,000 miles.

128. Under the Powertrain Warranty, KMA agreed to repair defects affecting various powertrain components through 10 years and 100,000 miles. According to the Warranty and Consumer Information Manual, Powertrain Coverage Components include:

In the Engine: Cylinder block, cylinder head and all internal parts, timing gear, seals and gaskets, valve cover, flywheel, oil pump, water pump and turbo charger.

In the Transaxle: Transmission case and all internal parts, torque converter, drive shafts, universal joints, front hubs, bearings, seals and gaskets.

¹³ <http://www.hyundaimotorgroup.com/MediaCenter/News/Press-Releases/kmc-hotweather-test-all-new-Kia-Sportage-150917.hub#.WhRXYziourF> (last visited Nov. 21, 2017).

1 **In the Transmission:** Transmission case, transfer case, torque converter and
2 all internal parts, seals, and gaskets.¹⁴

3 129. KMA instructs vehicle owners and lessees to bring their vehicles to a Kia
4 dealership for the warranty repairs. Many owners and lessees have presented Kia Class
5 Vehicles to Kia dealerships with complaints related to the engine defect. In addition to
6 the above warranties, KMA has also issued a 10 year/120,000mile warranty on the short
7 blocks contained in all 2011-14 Kia Class Vehicles.

8 130. KMA has evaded its warranty obligations by failing to tell consumers that
9 their vehicles are defective and by representing that the cause of the defect is the owner's
10 neglect to properly maintain the engine oil and/or engine oil level. This representation,
11 however, is false as the engine is inherently defective and will inevitably fail. *See* Exhibit
12 2 ("October 21, 2016 - KMA sees continuing cost related VOQs [Vehicle Owner
13 Questionnaire] and determines dealers are not approving extended warranty repairs due
14 to customer lack of oil maintenance proof.").

15 131. In addition, KMA has also evaded its warranty obligations by requiring
16 consumers to produce the entire maintenance history of the Kia Class Vehicles, including
17 a mandate that all oil changes be completed at a Kia dealership, before determining
18 whether to make the necessary repairs under warranty. KMA, however, knows that the
19 defect in the Kia Class Vehicles' engines manifests even if the owner or lessee has
20 followed Kia's oil change guidelines. Even if consumers produce their vehicles'
21 maintenance history, KMA blames the defect and engine failure on the consumer, refuses
22 to cover the necessary repairs under warranty, and charges as much as \$10,000 to
23 repair/replace the engine.

24 132. Kia also advertises that it offers "an industry-leading Kia 10-year or
25 100,000-mile warranty program." With respect to the powertrain warranty, however, Kia
26 publicizes the existence of 10 year/100,000 mile powertrain warranty but fails to mention
27 that subsequent owners only receive powertrain warranty coverage for 5 years/60,000

28 ¹⁴ *See, e.g.,* http://www.kia.com/us/k3/content/media/all/warranty/2014_warranty.pdf
(last visited August 7, 2017).

1 miles. As such, subsequent owners are left to discover the limited warranty coverage after
2 purchasing their vehicle. Kia's failure to cover repairs under the powertrain warranty
3 between 5 years/60,000 miles and 10 years/100,000 miles is therefore unconscionable
4 and the warranty reduction should be unenforceable. A typical Kia advertisement touting
5 its warranty is pictured below:



16 133. In many instances, consumers have incurred and will continue to incur
17 expenses for the diagnosis of the defect (despite such defect having been contained in the
18 Kia Class Vehicles when manufactured by Defendants), repair and replacement of the
19 GDI Engine and the unnecessary and premature replacement of the connecting rods,
20 crank shaft, oil pump, and other engine components.

21 134. Furthermore, a number of Class Members who presented their Kia Class
22 Vehicles to Kia dealerships because of issues related to the defective connecting rod
23 bearings and insufficient engine oil lubrication channels were denied warranty repairs
24 and, instead, were informed that nothing was wrong with their vehicles. As a result, after
25 expiration of the warranty period, Class Members are forced to pay costly repairs to
26 correct the defect.

27 **CLASS ALLEGATIONS**

28 135. Plaintiffs bring this action on their own behalf, and on behalf of a

1 nationwide class pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and/or
2 23(b)(3).

3 **Nationwide Class:**

4 All persons or entities in the United States who are current or former
5 owners and/or lessees of a Class Vehicle.

6 136. In the alternative to the Nationwide Class, and pursuant to Federal Rule of
7 Civil Procedure 23(c)(5), Plaintiffs seek to represent the following state classes only in
8 the event that the Court declines to certify the Nationwide Class above. Specifically, the
9 state classes consist of the following:

10 **California Class:**

11 All persons or entities in California who are current or former owners
12 and/or lessees of a Class Vehicle for primarily personal, family or
13 household purposes, as defined by California Civil Code § 1791(a).

14 **Maine Class:**

15 All persons or entities in Maine who are current or former owners
16 and/or lessees of a Class Vehicle.

17 **Illinois Class:**

18 All persons or entities in Illinois who are current or former owners
19 and/or lessees of a Class Vehicle.

20 137. Together, the California Class, the Maine Class, the Illinois Class, and the
21 Nationwide Class shall be collectively referred to herein as the “Class.” Excluded from
22 the Class are KMA, KMC, their affiliates, employees, officers and directors, persons or
23 entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this
24 case. Plaintiffs reserve the right to modify, change, or expand the Class definitions based
25 on discovery and further investigation.

26 138. Numerosity: Upon information and belief, the Class is so numerous that
27 joinder of all members is impracticable. While the exact number and identities of
28 individual members of the Class are unknown at this time, such information being in the
sole possession of Defendant and obtainable by Plaintiffs only through the discovery

process, Plaintiffs believe, and on that basis allege, that hundreds of thousands of Class Vehicles have been sold and leased in each of the states that are the subject of the Class.

139. Existence and Predominance of Common Questions of Fact and Law:

Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to, whether:

- a. The Class Vehicles were sold with a defect;
 - b. Defendants knew of the defect but failed to disclose the problem and its consequences to their customers;
 - c. A reasonable consumer would consider the defect or its consequences to be material;
 - d. Defendants have failed to provide free repairs as required by their New Vehicle Limited Warranty and/or Powertrain Warranty;
 - e. The defect is a safety defect;
 - f. Defendants should be required to disclose the existence of the defect;
- and
- g. Defendants' conduct violates the California Legal Remedies Act, California Unfair Competition Law, and the other statutes asserted herein.

140. Typicality: All of Plaintiffs' claims are typical of the claims of the Class because Plaintiffs purchased Class Vehicles with the same engine defect, defective vehicle design, and defective engine, as did each member of the Class. Furthermore, Plaintiffs and all Members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendants' wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class Members.

141. Adequacy: Plaintiffs are adequate representatives because their interests do not conflict with the interests of the Class that they seek to represent, they have retained counsel competent and highly experienced in complex class action litigation, and they

1 intend to prosecute this action vigorously. The interests of the Class will be fairly and
2 adequately protected by Plaintiffs and their counsel.

3 142. Superiority: A class action is superior to all other available means of fair and
4 efficient adjudication of the claims of Plaintiffs and Members of the Class. The injury
5 suffered by each individual Class member is relatively small in comparison to the burden
6 and expense of individual prosecution of the complex and extensive litigation
7 necessitated by Defendants' conduct. It would be virtually impossible for Members of the
8 Class individually to redress effectively the wrongs done to them. Even if the Members
9 of the Class could afford such individual litigation, the court system could not.
10 Individualized litigation presents a potential for inconsistent or contradictory judgments.
11 Individualized litigation increases the delay and expense to all parties, and to the court
12 system, presented by the complex legal and factual issues of the case. By contrast, the
13 class action device presents far fewer management difficulties, and provides the benefits
14 of single adjudication, an economy of scale, and comprehensive supervision by a single
15 court. Upon information and belief, members of the Class can be readily identified and
16 notified based on, *inter alia*, Defendants' vehicle identification numbers, warranty
17 claims, registration records, and database of complaints.

18 143. Defendants have acted, and refused to act, on grounds generally applicable
19 to the Class, thereby making appropriate final equitable relief with respect to the Class as
20 a whole.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATIONS OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT**

23 **("CLRA") (Cal. Civ. Code § 1750, *et seq.*)**

24 **(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

25 144. Plaintiffs and the Class incorporate by reference each preceding and
26 succeeding paragraph as though fully set forth at length herein.

1 145. Plaintiffs bring this claim on behalf of themselves and on behalf of the
2 Nationwide Class. Alternatively, Plaintiffs Centko, Lazar, and Stanczak bring this claim
3 on behalf of themselves and on behalf of the California Class against Defendants.

4 146. Defendants are persons as that term is defined in California Civil Code
5 § 1761(c).

6 147. Plaintiffs and the Class Members are “consumers” as that term is defined in
7 California Civil Code §1761(d).

8 148. Defendants engaged in unfair and deceptive acts in violation of the CLRA
9 by the practices described above, and by knowingly and intentionally concealing from
10 Plaintiffs and Class Members that the Class Vehicles suffer from a defect(s) (and the
11 costs, risks, and diminished value of the vehicles as a result of this problem). These acts
12 and practices violate, at a minimum, the following sections of the CLRA:

13 (a)(2) Misrepresenting the source, sponsorship, approval or
14 certification of goods or services;

15 (a)(5) Representing that goods or services have sponsorships,
16 characteristics, uses, benefits or quantities which they do not have, or that a
17 person has a sponsorship, approval, status, affiliation or connection which he
or she does not have;

18 (a)(7) Representing that goods or services are of a particular standard,
19 quality, or grade, or that goods are of a particular style or model, if they are
20 of another; and

21 (a)(9) Advertising goods and services with the intent not to sell them as
22 advertised.

23 149. Defendants’ unfair or deceptive acts or practices occurred repeatedly in
24 Defendants’ trade or business, were capable of deceiving a substantial portion of the
25 purchasing public, and imposed a serious safety risk on the public.

26 150. Defendants knew that the Class Vehicles and GDI Engines were defectively
27 designed or manufactured, would fail prematurely, and were not suitable for their
28 intended use.

1 151. Defendants were under a duty to Plaintiffs and the Class Members to
2 disclose the defective nature of the Class Vehicles and the defective nature of the
3 connecting rod bearings and insufficient engine oil lubrication channels because:

4 a. Defendants were in a superior position to know the true state of facts about
5 the safety defect and associated repair costs in the Class Vehicles and their engines;

6 b. Plaintiffs and the Class Members could not reasonably have been expected
7 to learn or discover that the Class Vehicles and their engine had dangerous safety defect
8 until manifestation of the defect;

9 c. Defendants knew that Plaintiffs and the Class Members could not reasonably
10 have been expected to learn or discover the safety and security defect and the associated
11 repair costs that it causes until the manifestation of the defect; and

12 d. Defendants actively concealed the safety and security defect and the
13 associated repair costs by asserting to Plaintiffs and Class Members that the cause of their
14 engine problems was the result of Plaintiffs' and the Class Members' inability to
15 maintain the proper engine oil levels despite knowing the repairs needed to correct the
16 defect.

17 152. In failing to disclose the engine defect and the associated safety risks and
18 repair costs that result from it, Defendants have knowingly and intentionally concealed
19 material facts and breached their duty to disclose.

20 153. The facts concealed or not disclosed by Defendants to Plaintiffs and the
21 Class Members are material in that a reasonable consumer would have considered them
22 to be important in deciding whether to purchase Defendants' Class Vehicles or pay a
23 lesser price. Had Plaintiffs and the Class known about the defective nature of the Class
24 Vehicles and their engines, they would not have purchased or leased the Class Vehicles
25 or would have paid less for them.

26 154. On or about June 2, 2016, on behalf of Plaintiffs Centko and Lazar,
27 Plaintiffs' counsel provided Defendant KMA with notice of their violations of the CLRA
28

1 pursuant to California Civil Code § 1782(a) regarding the engine defect in the MY 2011-
2 13 Kia Sportage, 2011-14 Kia Optima and 2012-14 Kia Sorento vehicles.

3 155. On or about June 8, 2017, Plaintiffs' counsel, in the Stanczak matter,
4 provided Defendant KMA with notice of their violations of the CLRA pursuant to
5 California Civil Code § 1782(a) regarding the engine defect contained in the MY 2015-
6 16 Kia Sportage, Optima and Sorento vehicles.

7 156. Plaintiffs' and the other Class Members' injuries were proximately caused
8 by Defendants' fraudulent and deceptive business practices.

9 157. Therefore, Plaintiffs and the other Class Members seek all relief available
10 under the CLRA.

11 **SECOND CAUSE OF ACTION**

12 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**

13 **(Cal. Bus. & Prof. Code § 17200)**

14 **(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

15 158. Plaintiffs and the Class incorporate by reference each preceding and
16 succeeding paragraph as though fully set forth at length herein.

17 159. Plaintiffs bring this claim on behalf of themselves and on behalf of the
18 Nationwide Class. Alternatively, Plaintiffs Stanczak, Centko, and Lazar bring this claim
19 on behalf of themselves and on behalf of the California Class against Defendants.

20 160. The California Unfair Competition Law ("UCL") prohibits acts of "unfair
21 competition," including any "unlawful, unfair or fraudulent business act or practice" and
22 "unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200.

23 161. Defendants have engaged in unfair competition and unfair, unlawful or
24 fraudulent business practices by the conduct, statements, and omissions described above,
25 and by knowingly and intentionally concealing from Plaintiffs and the Class Members
26 that the Class Vehicles suffer from a defect (and the costs, safety risks, and diminished
27 value of the vehicles as a result of these problems). Defendants should have disclosed this
28 information because they were in a superior position to know the true facts related to the

1 defect, and Plaintiffs and Class Members could not reasonably be expected to learn or
2 discover the true facts related to the defect.

3 162. The defective connecting rod bearings and insufficient engine oil lubrication
4 channels constitute a safety issue that triggered Defendants' duty to disclose the safety
5 issue to consumers.

6 163. These acts and practices have deceived Plaintiffs and are likely to deceive
7 the public. In failing to disclose the defect and suppressing other material facts from
8 Plaintiffs and the Class Members, Defendants breached their duties to disclose these
9 facts, violated the UCL, and caused injuries to Plaintiffs and the Class Members. The
10 omissions and acts of concealment by Defendants pertained to information that was
11 material to Plaintiffs and the Class Members, as it would have been to all reasonable
12 consumers.

13 164. The injuries suffered by Plaintiffs and the Class Members are not greatly
14 outweighed by any potential countervailing benefit to consumers or to competition, nor
15 are they injuries that Plaintiffs and the Class Members should have reasonably avoided.

16 165. Defendants' acts and practices are unlawful because they violate California
17 Civil Code §§ 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code §
18 2313.

19 166. Plaintiffs seek to enjoin further unlawful, unfair and/or fraudulent acts or
20 practices by Defendants, to obtain restitutionary disgorgement of all monies and revenues
21 generated as a result of such practices, and all other relief allowed under California
22 Business & Professions Code § 17200.

23 **THIRD CAUSE OF ACTION**

24 **VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW**

25 **(Cal. Bus. & Prof. Code § 17500, *et seq.*)**

26 **(On Behalf of the Nationwide Class or, Alternatively, the California Class)**

27 167. Plaintiffs and the Class incorporate by reference each preceding and
28 succeeding paragraph as though fully set forth at length herein.

1 168. Plaintiffs bring this claim on behalf of themselves and on behalf of the
2 Nationwide Class. Alternatively, Plaintiffs Stanczak, Centko, and Lazar bring this claim
3 on behalf of themselves and on behalf of the California Class against Defendants.

4 169. California Business & Professions Code § 17500 states: “It is unlawful for
5 any . . . corporation . . . with intent directly or indirectly to dispose of real or personal
6 property . . . to induce the public to enter into any obligation relating thereto, to make or
7 disseminate or cause to be made or disseminated . . . from this state before the public in
8 any state, in any newspaper or other publication, or any advertising device, . . . or in any
9 other manner or means whatever, including over the Internet, any statement . . . which is
10 untrue or misleading, and which is known, or which by the exercise of reasonable care
11 should be known, to be untrue or misleading.”

12 170. Defendants caused to be made or disseminated through California and the
13 United States, through advertising, marketing and other publications, statements that
14 were untrue or misleading, and which were known, or which by the exercise of
15 reasonable care should have been known to Defendants, to be untrue and misleading to
16 consumers, including Plaintiffs and the other Class Members.

17 171. Defendants have violated section 17500 because the misrepresentations and
18 omissions regarding the safety, reliability, and functionality of their Class Vehicles as set
19 forth in this Complaint were material and likely to deceive a reasonable consumer.

20 172. Plaintiffs and the other Class Members have suffered an injury in fact,
21 including the loss of money or property, as a result of Defendants’ unfair, unlawful,
22 and/or deceptive practices. In purchasing or leasing their Class Vehicles, Plaintiffs and
23 the other Class Members relied on the misrepresentations and/or omissions of Defendants
24 with respect to the safety and reliability of the Class Vehicles. Defendants’
25 representations were untrue because the Class Vehicles are distributed with defective
26 connecting rod bearings and insufficient engine oil lubrication channels. Had Plaintiffs
27 and the other Class Members known this, they would not have purchased or leased their
28 Class Vehicles and/or paid as much for them. Accordingly, Plaintiffs and the other Class

1 Members overpaid for their Class Vehicles and did not receive the benefit of their
2 bargain.

3 173. All of the wrongful conduct alleged herein occurred, and continues to occur,
4 in the conduct of Defendants' businesses. Defendants' wrongful conduct is part of a
5 pattern or generalized course of conduct that is still perpetuated and repeated, both in the
6 state of California and nationwide.

7 174. Plaintiffs, individually and on behalf of the other Class Members, request
8 that this Court enter such orders or judgments as may be necessary to enjoin Defendants
9 from continuing their unfair, unlawful, and/or deceptive practices and to restore to
10 Plaintiffs and the other Class Members any money Defendants acquired by unfair
11 competition, including restitution and/or restitutionary disgorgement, and for such other
12 relief set forth below.

13 **FOURTH CAUSE OF ACTION**

14 **VIOLATION OF THE SONG-BEVERLY ACT – BREACH OF IMPLIED**
15 **WARRANTY**

16 **(Cal. Civ. Code §§ 1792, 1791.1, *et seq.*)**

17 **(On Behalf of the Nationwide Class or, Alternatively,**
18 **the California Class)**

19 175. Plaintiffs and the Class incorporate by reference each preceding and
20 succeeding paragraph as though fully set forth at length herein.

21 176. Plaintiffs bring this claim on behalf of themselves and on behalf of the
22 Nationwide Class or, alternatively, on behalf of the state subclasses.

23 177. At all relevant times hereto, Defendants were the manufacturer, distributor,
24 warrantor, and/or seller of the Class Vehicles. Defendants knew or should have known of
25 the specific use for which the Class Vehicles were purchased.

26 178. Defendants provided Plaintiffs and the Class Members with an implied
27 warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the
28 ordinary purposes for which they were sold. The Class Vehicles, however, are not fit for

1 their ordinary purpose because, *inter alia*, the Class Vehicles and their engines suffered
2 from an inherent defect at the time of sale that causes the Class Vehicles to experience
3 premature and catastrophic engine failure.

4 179. The Class Vehicles are not fit for the purpose of providing safe and reliable
5 transportation because of the defect.

6 180. Defendants impliedly warranted that the Class Vehicles were of
7 merchantable quality and fit for such use. This implied warranty included, *inter alia*, the
8 following: (i) a warranty that the Class Vehicles and their engines were manufactured,
9 supplied, distributed, and/or sold by Defendants were safe and reliable for providing
10 transportation and would not prematurely and catastrophically fail; and (ii) a warranty
11 that the Class Vehicles and their engines would be fit for their intended use – providing
12 safe and reliable transportation – while the Class Vehicles were being operated.

13 181. Contrary to the applicable implied warranties, the Class Vehicles and their
14 engines at the time of sale and thereafter were not fit for their ordinary and intended
15 purpose. Instead, the Class Vehicles are defective, including, but not limited to, the
16 engine defect and/or manufacture of the GDI Engines.

17 182. Defendants' actions, as complained of herein, breached the implied warranty
18 that the Class Vehicles were of merchantable quality and fit for such use in violation of
19 California Civil Code §§ 1792 and 1791.1.

20 **FIFTH CAUSE OF ACTION**

21 **VIOLATION OF MAINE UNFAIR TRADE PRACTICES ACT**

22 **(5 Me. Rev. Stat. § 205A, *et seq.*)**

23 **(On Behalf of the Maine Class)**

24 183. Plaintiffs and the Class incorporate by reference each preceding and
25 succeeding paragraph as though fully set forth at length herein.

26 184. Plaintiff Creps brings this claim on behalf of herself and on behalf of the
27 Maine Class against Defendants.

1 185. Plaintiff Creps and the Maine Class are persons as that term is defined by
2 Me. Rev. Stat. Ann. tit. 5, § 206(2).

3 186. Defendants are engaged in “trade” and “commerce” as those terms are
4 defined by Me. Rev. Stat. Ann. tit. 5, § 206(3).

5 187. Maine’s Unfair Trade Practices Act prohibits “[u]nfair methods of
6 competition and unfair or deceptive acts or practices in the conduct of any trade or
7 commerce.” Me. Rev. Stat. Ann. tit. 5, § 207.

8 188. Defendants have engaged in unfair competition and unfair, unlawful or
9 fraudulent business practices by the conduct, statements, and omissions described above,
10 and by knowingly and intentionally concealing from Plaintiff Creps and the Class
11 Members that the Class Vehicles suffer from a defect (and the costs, safety risks, and
12 diminished value of the vehicles as a result of these problems). Defendants should have
13 disclosed this information because they were in a superior position to know the true facts
14 related to the defect, and Plaintiff Creps and Class Members could not reasonably be
15 expected to learn or discover the true facts related to the defect.

16 189. The defective connecting rod bearings and insufficient engine oil lubrication
17 channels constitute a safety issue that triggered Defendants’ duty to disclose the safety
18 issue to consumers.

19 190. These acts and practices have deceived Plaintiff Creps and are likely to
20 deceive the public. In failing to disclose the defect and suppressing other material facts
21 from Plaintiff Creps and the Class Members, Defendants breached their duties to disclose
22 these facts, violated Maine’s Unfair Trade Practices Act, and caused injuries to Plaintiff
23 Creps and the Class Members. The omissions and acts of concealment by Defendants
24 pertained to information that was material to Plaintiff Creps and the Class Members, as it
25 would have been to all reasonable consumers.

26 191. The injuries suffered by Plaintiff Creps and the Class Members are greatly
27 outweighed by any potential countervailing benefit to consumers or to competition, nor
28

1 are they injuries that Plaintiff Creps and the Class Members should have reasonably
2 avoided.

3 192. The facts concealed or not disclosed by Defendants to Plaintiff Creps and
4 the Class Members are material in that a reasonable consumer would have considered
5 them to be important in deciding whether to purchase Defendants' Class Vehicles or pay
6 a lesser price. Had Plaintiff Creps and the Class known about the defective nature of the
7 Class Vehicles and their engines, they would not have purchased the Class Vehicles or
8 would have paid less for them.

9 193. Plaintiff Creps' and the other Class Members' injuries were proximately
10 caused by Defendant's fraudulent and deceptive business practices.

11 194. Plaintiff Creps has provided Defendants with notice of these violations
12 pursuant to Me. Rev. Stat. Ann. tit. 5, § 213(1-A).

13 195. Plaintiff seeks all relief available under Maine's Unfair Trade Practices Act,
14 including the recovery of attorneys' fees and costs pursuant to Me. Rev. Stat. Ann, tit. 5,
15 § 213(2).

16 **SIXTH CAUSE OF ACTION**
17 **VIOLATIONS OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE**
18 **BUSINESS PRACTICES ACT**
19 **(85 ILCS 505/1 et seq. and 720 ILCS 295/1a)**
20 **(On behalf of the Illinois Class)**

21 196. Plaintiffs and the Class incorporate by reference each preceding and
22 succeeding paragraph as though fully set forth at length herein.

23 197. Plaintiff Smolek brings this claim on behalf of herself and on behalf of the
24 Illinois Class against Defendants.

25 198. Defendants are "person[s]" as that term is defined in 815 ILCS 505/1(c).

26 199. Plaintiff Smolek and the Illinois Class are "consumers" as that term is
27 defined in 815 ILCS 505/1(e).

28 200. The Illinois Consumer Fraud and Deceptive Business Practices Act ("Illinois

1 CFA”) prohibits “unfair or deceptive acts or practices, including but not limited to
2 the use or employment of any deception, fraud, false pretense, false promise,
3 misrepresentation or the concealment, suppression or omission of any material fact, with
4 intent that others rely upon the concealment, suppression or omission of such material
5 fact ... in the conduct of trade or commerce ... whether any person has in fact been
6 misled, deceived or damaged thereby.” 815 ILCS 505/2.

7 201. Defendants concealed and failed to disclose the defect in the GDI Engines
8 from consumers.

9 202. Plaintiff and the Illinois Class members had no way to know about the defect
10 at purchase.

11 203. Plaintiff and the Illinois Class suffered ascertainable loss and actual damage
12 as a direct and proximate result of Defendants’ violation of the Illinois CFA. Plaintiff and
13 the Illinois Class would not have purchased Class Vehicles or would not have paid as
14 much as they for them if they had known about the defect.

15 204. Defendants’ ongoing failure to disclose the defect presents an ongoing risk
16 to the Class Members.

17 205. Plaintiff and the Illinois Class actual and punitive damages, and an order
18 enjoining Defendants’ wrongful conduct.

19 **SEVENTH CAUSE OF ACTION**

20 **BREACH OF EXPRESS WARRANTY**

21 **(On Behalf of the Nationwide Class or, Alternatively,**
22 **the California Class, Illinois Class and Maine Class)**

23 206. Plaintiffs and the Class incorporate by reference each preceding and
24 succeeding paragraph as though fully set forth at length herein.

25 207. Plaintiffs bring this claim on behalf of themselves and on behalf of the
26 Nationwide Class or, alternatively, on behalf of each of the state subclasses.

1 208. Defendants provided all purchasers and lessees of the Class Vehicles with
2 the express warranties described herein, which became part of the basis of the bargain.
3 Accordingly, Defendants' warranties are express warranties under state law.

4 209. The parts affected by the defect, including the rotating assembly and engine
5 block, were distributed by Defendants in the Class Vehicles and are covered by the
6 warranties Defendants provided to all purchasers and lessors of Class Vehicles.

7 210. Defendants breached these warranties by selling and leasing Class Vehicles
8 with the defect, requiring repair or replacement within the applicable warranty periods,
9 and refusing to honor the warranties by providing free repairs or replacements during the
10 applicable warranty periods.

11 211. Plaintiffs notified Defendants of the breach within a reasonable time, and/or
12 were not required to do so because affording Defendants a reasonable opportunity to cure
13 their breaches of written warranty would have been futile. Defendants also knew of the
14 defect and yet have chosen to conceal it and to fail to comply with their warranty
15 obligations.

16 212. As a direct and proximate cause of Defendants' breach, Plaintiffs and the
17 other Class Members bought or leased Class Vehicles they otherwise would not have,
18 overpaid for their vehicles, did not receive the benefit of their bargain, and their Class
19 Vehicles suffered a diminution in value. Plaintiffs and Class Members have also incurred
20 and will continue to incur costs related to the diagnosis and repair of the defective
21 connecting rod bearings and insufficient engine oil lubrication channels.

22 213. Defendants' attempt to disclaim or limit these express warranties vis-à-vis
23 consumers is unconscionable and unenforceable under the circumstances here.
24 Specifically, Defendants' warranty limitation is unenforceable because they knowingly
25 sold a defective product without informing consumers about the defect.

26 214. The time limits contained in Defendants' warranty period were also
27 unconscionable and inadequate to protect Plaintiffs and members of the Class. Among
28 other things, Plaintiffs and Class Members had no meaningful choice in determining

1 these time limitations, the terms of which unreasonably favored Defendants. A gross
2 disparity in bargaining power existed between Defendants and the Class Members, and
3 Defendants knew or should have known that the Class Vehicles were defective at the
4 time of sale and would fail well before their useful lives.

5 215. Plaintiffs and the Class Members have complied with all obligations under
6 the warranty, or otherwise have been excused from performance of said obligations as a
7 result of Defendants' conduct described herein.

8 **EIGHTH CAUSE OF ACTION**

9 **BREACH OF IMPLIED WARRANTY**

10 **(On Behalf of the Nationwide Class or, Alternatively,**
11 **the California Class, Illinois Class and Maine Class)**

12 216. Plaintiffs and the Class incorporate by reference each preceding and
13 succeeding paragraph as though fully set forth at length herein.

14 217. Plaintiffs bring this claim on behalf of themselves and on behalf of the
15 Nationwide Class or, alternatively, on behalf of each of the state subclasses.

16 218. Defendants were at all relevant times the manufacturer, distributor,
17 warrantor, and/or seller of the Class Vehicles. Defendants knew or had reason to know of
18 the specific use for which the Class Vehicles were purchased.

19 219. Defendants provided Plaintiffs and the other Class members with an implied
20 warranty that the Class Vehicles and any parts thereof are merchantable and fit for the
21 ordinary purposes for which they were sold. However, the Class Vehicles are not fit for
22 their ordinary purpose of providing reasonably reliable and safe transportation at the time
23 of sale or thereafter because, *inter alia*, the Class Vehicles and their engines suffered
24 from defective connecting rod bearings and insufficient engine oil lubrication channels at
25 the time of sale that causes the vehicles to experience premature and catastrophic engine
26 failure. Therefore, the Class Vehicles are not fit for their particular purpose of providing
27 safe and reliable transportation.
28

1 220. Defendants impliedly warranted that the Class Vehicles were of
2 merchantable quality and fit for such use. This implied warranty included, among other
3 things: (i) a warranty that the Class Vehicles and their engines were manufactured,
4 supplied, distributed, and/or sold by Defendants were safe and reliable for providing
5 transportation and would not experience premature and catastrophic engine failure; and
6 (ii) a warranty that the Class Vehicles and their engines would be fit for their intended
7 use while the Class Vehicles were being operated.

8 221. Contrary to the applicable implied warranties, the Class Vehicles and their
9 engines at the time of sale and thereafter were not fit for their ordinary and intended
10 purpose of providing Plaintiffs and the other Class Members with reliable, durable, and
11 safe transportation. Instead, the Class Vehicles suffer from a defective design(s) and/or
12 manufacturing defect(s).

13 222. Defendants' actions, as complained of herein, breached the implied warranty
14 that the Class Vehicles were of merchantable quality and fit for such use.

15 **NINTH CAUSE OF ACTION**

16 **BREACH OF WRITTEN WARRANTY UNDER THE MAGNUSON-MOSS**

17 **WARRANTY ACT (15 U.S.C. § 2301, *et seq.*)**

18 **(On behalf of the Nationwide Class or, Alternatively,**

19 **the California Class, Illinois Class and Maine Class)**

20 223. Plaintiffs and the Class incorporate by reference each preceding and
21 succeeding paragraph as though fully set forth at length herein.

22 224. Plaintiffs bring this claim on behalf of themselves and on behalf of the
23 Nationwide Class or, alternatively, on behalf of the state subclasses.

24 225. Plaintiffs and the Class are "consumers" within the meaning of the
25 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

26 226. Defendants are suppliers and warrantors within the meaning of 15 U.S.C.
27 §§ 2301(4)-(5).
28

1 227. The Class Vehicles are “consumer products” within the meaning of 15
2 U.S.C. § 2301(1).

3 228. Defendants’ 5 year/60,000 miles Basic Warranty and 10 year/100,000 miles
4 Powertrain Warranty are “written warranties” within the meaning of 15 U.S.C. § 2301(6).

5 229. Defendants breached the express warranties by:

6 a. Providing a 5 year/60,000 miles Basic Warranty and a 10
7 year/100,000 miles Powertrain Warranty with the purchase or lease of the Class
8 Vehicles, thereby warranting to repair or replace any part defective in material or
9 workmanship at no cost to the owner or lessee;

10 b. Selling and leasing Class Vehicles with engines that were
11 defective in materials and/or workmanship, requiring repair or replacement within
12 the warranty period; and

13 c. Refusing and/or failing to honor the express warranties by
14 repairing or replacing, free of charge, the engine or any of its component parts in
15 order to remedy the defective connecting rod bearings and insufficient engine oil
16 lubrication channels.

17 230. Plaintiffs and the other Class Members relied on the existence and length of
18 the express warranties in deciding whether to purchase or lease the Class Vehicles.

19 231. Defendants’ breach of the express warranties has deprived Plaintiffs and the
20 other Class Members of the benefit of their bargain.

21 232. The amount in controversy of Plaintiffs’ individual claims meets or exceeds
22 the sum or value of \$25.00. In addition, the amount in controversy meets or exceeds the
23 sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all
24 claims to be determined in this suit.

25 233. Defendants have been afforded a reasonable opportunity to cure their breach
26 of the written warranties and/or Plaintiffs and the other Class Members were not required
27 to do so because affording Defendants a reasonable opportunity to cure their breach of
28 written warranties would have been futile. Defendants were also on notice of the alleged

1 defect from the complaints and service requests it received from Class Members, as well
2 as from their own warranty claims, customer complaint data, and/or parts sales data.

3 234. As a direct and proximate cause of Defendants' breach of the written
4 warranties, Plaintiffs and the other Class Members sustained damages and other losses in
5 an amount to be determined at trial. Defendants' conduct damaged Plaintiffs and the
6 other Class Members, who are entitled to recover actual damages, consequential
7 damages, specific performance, diminution in value, costs, including statutory attorney
8 fees and/or other relief as deemed appropriate.

9 **TENTH CAUSE OF ACTION**

10 **COMMON LAW FRAUD**

11 **(On Behalf of the Nationwide Class or, Alternatively,**
12 **the California Class, Illinois Class and Maine Class)**

13 235. Plaintiffs and the Class incorporate by reference each preceding and
14 succeeding paragraph as though fully set forth at length herein.

15 236. Plaintiffs bring this claim on behalf of themselves and on behalf of the
16 Nationwide Class or, alternatively, on behalf of the state subclasses.

17 237. Defendants made material omissions concerning a presently existing or past
18 fact. For example, Defendants did not fully and truthfully disclose to their customers the
19 true nature of the inherent defect with the GDI Engine, which was not readily
20 discoverable until years later, often after the New Vehicle Limited Warranty or the
21 Powertrain Warranty has expired. As a result, Plaintiffs and the other Class Members
22 were fraudulently induced to lease and/or purchase the Class Vehicles with the said
23 defect and all of the resultant problems.

24 238. These omissions were made by Defendants with knowledge of their falsity,
25 and with the intent that Plaintiffs and the Class Members rely on them.

26 239. Plaintiffs and the Class Members reasonably relied on these omissions and
27 suffered damages as a result.
28

ELEVENTH CAUSE OF ACTION

BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

**(On Behalf of the Nationwide Class or, Alternatively,
the California Class, Illinois Class and Maine Class)**

240. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

241. Plaintiffs bring this claim on behalf of themselves and on behalf of the Nationwide Class or, alternatively, on behalf of the state subclasses.

242. All contracts in California, Maine, and Illinois contain an implied covenant of good faith and fair dealing. The implied covenant of good faith and fair dealing is an independent duty and may be breached even if there is no breach of a contract's express terms.

243. Defendants breached the covenant of good faith and fair dealing by, *inter alia*, failing to notify Plaintiffs and Class Members of the defective connecting rod bearings and insufficient engine oil lubrication channels in the Class Vehicles, and failing to fully and properly repair this defect.

244. Defendants acted in bad faith and/or with a malicious motive to deny Plaintiffs and the Class Members some benefit of the bargain originally intended by the parties, thereby causing them injuries in an amount to be determined at trial.

TWELFTH CAUSE OF ACTION

UNJUST ENRICHMENT

**(On Behalf of the Nationwide Class or, Alternatively,
the California Class, Illinois Class and Maine Class)**

245. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein. This count is pled in the

1 alternative to the contract based claims.

2 246. Plaintiffs and members of the Class conferred a benefit on Defendants.

3 247. Defendants had knowledge that this benefit was conferred upon them.

4 248. Defendants have been and continue to be unjustly enriched at the expense of
5 Plaintiffs, and their retention of this benefit under the circumstances would be
6 inequitable.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs, on behalf of themselves and members of the Class,
9 respectfully request that this Court:

10 A. determine that the claims alleged herein may be maintained as a class action
11 under Rule 23 of the Federal Rules of Civil Procedure, and issue an order
12 certifying one or more Classes as defined above;

13 B. appoint Plaintiffs as the representatives of the Classes and their counsel as Class
14 counsel;

15 C. award all actual, general, special, incidental, statutory, punitive, and
16 consequential damages and restitution to which Plaintiffs and the Class
17 Members are entitled;

18 D. award pre-judgment and post-judgment interest on such monetary relief;

19 E. grant appropriate injunctive and/or declaratory relief, including, without
20 limitation, an order that requires Defendants to repair, recall, and/or replace the
21 Class vehicles and to extend the applicable warranties to a reasonable period of
22 time, or, at a minimum, to provide Plaintiffs and Class Members with
23 appropriate curative notice regarding the existence and cause of the engine
24 defect;

25 F. award reasonable attorneys' fees and costs; and

26 G. grant such further relief that this Court deems appropriate.
27
28

1 Dated: July 31, 2018.

Respectfully submitted,

2
3
4 By: /s/ Matthew D. Schelkopf

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6 *pro hac vice*

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JURY DEMAND

Plaintiffs, on behalf of themselves and the putative Class, demand a trial by jury on all issues so triable.

Sauder Schelkopf

By: /s/ Matthew D. Schelkopf
Matthew D. Schelkopf

Attorneys for Plaintiffs and Putative Class